Town of Chino Valley

MEETING NOTICE
TOWN COUNCIL

REGULAR MEETING
Tuesday, June 13, 2017
6:00 P.M.

Council Chambers
202 N. State Route 89
Chino Valley, Arizona

A majority of the Councilmembers may attend a private invocation in the Council Conference Room immediately prior to the Council meeting. No Town business will be discussed.

AGENDA

A D D E N D U M #1 - 6/9/17

Item 7b	*ADDS Exhibit: Contract between Yavapai County and Asphalt Paving & Supply*

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE; ROLL CALL

2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

3. CALL TO THE PUBLIC

Call to the Public is an opportunity for the public to address the Council on any issue within the jurisdiction of the Council that is not on the agenda. Public comment is encouraged. Individuals are limited to speak for three (3) minutes. The total time for Call to the Public may be up to 30 minutes per meeting. Council action taken as a result of public comment will be limited to directing staff to study the matter, scheduling the matter for further consideration and decision at a later date, or responding to criticism.

4. RESPONSE TO THE PUBLIC

Response to the Public is an opportunity for the Mayor to inform the public about how Town officials addressed matters raised during Call to the Public at a previous meeting.

a. Request for repairs to Firesky Lane.

5. CURRENT EVENT SUMMARIES AND REPORTS

This item is for information only. The Mayor, any Councilmember, or Town Manager may present a brief summary or report of current events, or ask a staff member to provide the same. Presentation on information requested by the Mayor and Council will be made and questions answered. No action will be taken.

a. Status reports by Mayor and Council regarding current events.

b. Status report by Town Manager Cecilia Grittman and/or Town staff members regarding Town accomplishments, and current or upcoming projects.

6. CONSENT AGENDA

All those items listed below are considered to be routine and may be enacted by one motion. Any Councilmember may request to remove an item from the Consent Agenda to be considered and discussed separately.

a. Consideration and possible action to:
(i) Approve purchase of 8 police vehicles and Purchase Order Contract with Peoria Ford in the amount of $245,091.80;
(ii) Approve purchase and installation of emergency equipment for the 8 new police vehicles and the Cooperative Purchase Agreement with Arizona Emergency Products, Inc. in the amount of $152,977.12; and
(iii) Approve application of emergency vehicle decals for the 8 new police vehicles by Auto Trim Plus in the amount of $8,480.00. (Chuck Wynn, Police Chief)

b. Consideration and possible action to accept the May 23, 2017 regular meeting minutes. (Jami Lewis, Town Clerk)

7. ACTION ITEMS

The Council may vote to recess the public meeting and hold an Executive Session on any item on this agenda pursuant to A.R.S. § 38-431.03(A)(3) for the purpose of discussion or consultation for legal advice with the Town Attorney. Executive sessions are not open to the public and no action may be taken in executive session.

a. Consideration and possible action to approve the Agreement for Professional Consulting Services with Lyon Engineering & Surveying, Inc. for Road 1 West and Road 2 North intersection design and contract administration, associated with the joint project between the Town and Chino Valley Unified School District and funded with Adjacent Ways monies, in an amount not to exceed $20,950. (Richard Straub, Interim Public Works Director/Town Engineer)

Recommended Action: Approve Agreement for Professional Consulting Services with Lyon Engineering & Surveying, Inc., for design and contract administration services for the Road 1 West and Road 2 North Intersection Improvements Project in an amount not to exceed $20,950.

b. Consideration and possible action to approve the Cooperative Purchasing Contract with Asphalt Paving & Supply, Inc. to furnish any and all materials, labor, construction equipment, services, and transportation required in performing all work for the placement of chip seal on existing roads at Road 1 West, Road 1 North, Perkinsville Road, and Old Home Manor, in an amount not to exceed $110,280. (Richard Straub, Interim Public Works Director/Town Engineer)

Recommended Action: Approve the Cooperative Purchasing Agreement with Asphalt Paving & Supply, Inc. in an amount not to exceed $110,280.

8. EXECUTIVE SESSION

Council may vote to recess the Regular Meeting and hold an executive session, which will not be open to the public, for the following purposes.

9. ACTION ITEMS RESUMED

After the Executive Session, Council will reconvene the Regular Meeting.

10. ADJOURNMENT

Dated this 8th day of June, 2017.

By: ***Jami C. Lewis, Town Clerk***

The Town of Chino Valley endeavors to make all public meetings accessible to persons with disabilities. Please call 636-2646 (voice) or 711 (Telecommunications Arizona Relay Service) 48 hours prior to the meeting to request a reasonable accommodation to participate in this meeting.

Supporting documentation and staff reports furnished to the Council with this agenda are available for review on the Town website at http://www.chinoaz.net/agendacenter and in the Public Library and Town Clerk's Office.

CERTIFICATION OF POSTING

The undersigned hereby certifies that a copy of this notice was duly posted at Chino Valley South Campus, Chino Valley Post Office, and Chino Valley North Campus in accordance with the statement filed by the Town Council with the Town Clerk.

Date:_____ Time:_____ By:_____
Jami C. Lewis, Town Clerk

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **7.b.**

Meeting Date:	06/13/2017
Contact Person:	Richard Straub, Interim Public Works Director/Town Engineer Phone: 928.636.2646 x-1308
Department:	Public Works
Item Type:	Action Item
Estimated length of staff presentation:	10 minutes
Physical location of item:	Road 1 West, Road 1 North, Perkinsville Road & Old Home Manor

AGENDA ITEM TITLE:

Consideration and possible action to approve the Cooperative Purchasing Contract with Asphalt Paving & Supply, Inc. to furnish any and all materials, labor, construction equipment, services, and transportation required in performing all work for the placement of chip seal on existing roads at Road 1 West, Road 1 North, Perkinsville Road, and Old Home Manor.

RECOMMENDED ACTION:

Approve the Cooperative Purchasing Agreement with Asphalt Paving & Supply, Inc. in an amount not to exceed $110,280.

SITUATION AND ANALYSIS:

Issue Statement

Staff determined that utilizing the 'Piggy Back' clause contained within the Yavapai County's Provisions and Specification for the Chip Seal (Summer) 2017 Project would be a great opportunity to capitalize on the competitive pricing and warranty provided by the awarded contractor.

Applicable "Policy"

N/A

Satisfaction of "Policy"

N/A

Summary of Issues and Staff Rationale

Town staff proposes to utilize the 'Piggy Back' clause contained within the Yavapai County's Provisions and Specifications for the Chip Seal (Summer) 2017 Project.

Findings of Fact

N/A

Other Pertinent Documents Available Upon Request:

Copy of Yavapai County's Provisions and Specifications for the Chip Seal program will be provided upon receipt from the County.

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code:
Available: 110,280
Funding Source:

Attachments

Chip Seal Exhibit
Cooperative Purchasing Contract
ADDENDUM #1-Contract between Yavapai County and AP&S

CONTRACT

THIS AGREEMENT, made and entered into this 17th day of **May, 2017,** by and between Yavapai County, Arizona, party of the first part, hereinafter designated the OWNER, and **ASPHALT PAVING & SUPPLY, INC.,** of the City/Town of Sun City, State of Arizona, party of the second part, hereinafter designated the CONTRACTOR.

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid him by the said Owner, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, and under the penalties expressed in the bond hereto attached, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish any and all plant materials, labor, construction equipment, services, and transportation required for performing all work for **CHIP SEAL (SUMMER – FY 2016/2017) IN YAVAPAI COUNTY, ARIZONA – PROJECT #1722008,** in accordance with the plans and these specifications, and to completely and totally construct the same and install the material herein for the Owner, in a good and workmanlike and substantial manner and to the satisfaction of the Owner through its Engineers and under the direction and supervision of the Engineer, or his properly authorized agents and strictly pursuant to and in conformity with the Specifications prepared by the Engineers for the Owner, and with such modifications of the same and other documents that may be made by the Owner through the Engineer, or his properly authorized agents, as provided herein.

ARTICLE II - CONTRACT DOCUMENTS: "Project Provisions and Specifications", "Proposal", "Surety Bid Bond", "Affidavit of Non-Collusion", "Subcontracting Certification", "Bid Schedule (Final)", "Labor and Materials Bond", "Performance Bond", plans, and addenda thereto, are by this reference made a part of this contract to the same extent as if set forth herein in full.

ARTICLE III - TIME OF COMPLETION: The Contractor further covenants and agrees, at his own proper cost and expense, to do all work and furnish all materials, labor, construction equipment, services and transportation for performing all of the work for construction of said improvements and to completely construct the same and install the material therein, as called for by this agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the Proposal.

Work on this project shall start within ten (10) calendar days after the starting date set forth in the "Notice to Proceed" and shall be completed within the following limits:

SCHEDULE:

For construction in the contract documents, the project shall be completed within **TWENTY-EIGHT (28) TEN-HOUR WORKING DAYS FROM THE DATE SPECIFIED IN THE NOTICE TO PROCEED.**

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Owner's Engineer, to complete the work to the satisfaction of the Owner's Engineer and within the aforesaid time limits, the Owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, an amount as fixed by the following schedule:

WORK ITEM	LIQUIDATED DAMAGES
All work not complete within the above specified time.	PER MAG SPECIFICATIONS

If no money shall be due the Contractor, the Owner shall have a cause of action to recover against the Contractor in a court of competent jurisdiction, liquidated damages as fixed by the above schedule; said deduction to be made, or said sum to be recovered, not as a penalty, but as liquidated damages; provided, however, that upon receipt of written notice from the Contractor, of the existence of causes, as herein provided, over which said Contractor has no control and which must delay the completion of the said work or any delay occasioned by the Owner, the Owner's Engineer may extend the period hereinafter specified for the completion of said work in accordance with the specifications and in such case, the Contractor shall become liable for said liquidated damages for delays commencing from date said extension period shall expire.

ARTICLE IV – COMPLIANCE WITH IMMIGRATION LAWS: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. §23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

Contractor agrees and warrants that Owner shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws. Contractor agrees that any act by the Contractor or subcontractor that result in the impediment or denial of access of the books and records of Contractors or subcontractor shall be a material breach of the Contract on the part of the Contractor.

Nothing herein shall make Contractor or subcontractor an agent or employee of the Owner. Nothing herein shall act to establish privity of contract between the Owner and any subcontractor. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, subject to Owner approval as soon as possible so as not to delay project completion. Contractor shall advise each subcontractor of Owner's rights, and the Subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. §23-214 (A). Subcontractor further agrees that Owner may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

ARTICLE V - CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511.

ARTICLE VI - PAYMENTS: The Contractor shall make an estimate of the work performed during the preceding month and submit the same to the Engineer for checking. On or before twenty (20) days after the certified and approved estimate of the work is received by the Owner, the Owner shall pay to the Contractor ninety percent (90%) of the value of said work in place, as approved by the Owner's Engineer. The balance of ten percent (10%) of the estimate shall be retained by the Owner until the time of final payment and acceptance of said work, as per A.R.S. §34-221.

In addition, when the contract is fifty percent completed, one half of the amount retained including any securities substituted under paragraph five of A.R.S. §34-221, shall be paid to the Contractor upon the Contractor's written request provided the Contractor is making satisfactory progress on the Contract and there is no specific cause or claim requiring a greater amount to be retained. After the Contract is fifty per cent completed, no more than five percent of the amount of any subsequent progress payments made under the Contract may be retained providing the Contractor is making satisfactory progress on the project, except that if at any time the owner determines satisfactory progress is not made ten percent retention shall be reinstated for all progress payments made under the Contract subsequent to the determination, all in accordance with A.R.S. §34-221.

IN WITNESS WHEREOF, two (2) identical counterparts of this contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

In return for the performance of this Contract by the Contractor, the Owner agrees to pay the amount of **ONE MILLION THREE HUNDRED NINETY-TWO THOUSAND NINE HUNDRED NINETY-NINE AND 99/100 DOLLARS ($1,392,999.99)**, through a payment schedule as described in the Contract documents and as may be modified and executed by change orders and by final quantities. Contractor understands that Yavapai County has established an Electronic Funds Transfer (EFT) program for all payments to providers of goods and services to the County and agrees to accept EFT payments in full satisfaction of the County's payment obligations pursuant to this Contract. Contractor further agrees to register for the County's EFT program within

one month following the effective date of this Contract and understands that failure to comply with this registration requirement shall result in suspension of payments pursuant to this Contract until such time as the registration process is completed.

The Contractor agrees that this contract, as awarded, is for the following work, and understands that payment for the total work will be made on the basis of the indicated amount(s), as bid in the Proposal and attached Bidding Schedule for **CHIP SEAL (SUMMER – FY 2016/2017) IN YAVAPAI COUNTY, ARIZONA – PROJECT #1722008.**

The Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. §35-393.01. Violation of this certification by Contractor may result in action by Owner up to and including termination of this Contract.

YAVAPAI COUNTY

ATTEST:

Clerk, Board of Supervisors

Thomas Thurman
Chairman, Board of Supervisors

ASPHALT PAVING & SUPPLY, INC.

By: _____ President
Signature and Title

2425 N. Glassford Hill Road
Prescott Valley, AZ 86314
Phone: 928.772.6363
Fax: 928.772.7313
Email: mikemccormick@nicnd.com

BID SCHEDULE

CHIP SEAL (SUMMER – FY 2016/2017) IN YAVAPAI COUNTY, ARIZONA
PROJECT #1722008

No.	Description	Quantity/ Unit	Unit Price	Total Amount Bid
1	SINGLE CHIP SEAL COAT, CRS-2P	417,710/SY	1.70	710,107.00
2	DOUBLE CHIP SEAL COAT, CRS-2P	20,133/SY	4.00	80,532.00
3	MICROSURFACE	87,378/SY	2.75	240,289.50
4	FOG SEAL COAT (0.1 GAL/SY)	57,711/GAL	1.40	80,795.40
5	PERMANENT PAVEMENT MARKINGS - YELLOW (4" EQUIV.)	254,306/FT	0.07	17,801.42
6	PERMANENT PAVEMENT MARKINGS - WHITE (4" EQUIV.)	187,087/FT	0.07	13,096.09
7	THERMOPLASTIC PAVEMENT MARKINGS - WHITE (4" EQUIV.)	4,991/FT	0.60	2,994.60
8	THERMOPLASTIC PAVEMENT MARKINGS - YELLOW (4" EQUIV.)	2,688/FT	0.75	2,016.00
9	PREFORMED PAVEMENT MARKINGS - WHITE (TURN ARROWS,"ONLY", ETC.)	51/EA	200.00	10,200.00
10	MOBILIZATION	1/LS	32,667.98	32,667.98
11	QUALITY CONTROL AND TESTING	1/LS	2,500.00	2,500.00
12	TRAFFIC CONTROL	1/LS	90,000.00	90,000.00
13	FORCE ACCOUNT	1/LS	$110,000.00	$110,000.00
TOTAL AMOUNT BID				1,392,999.99

TOTAL AMOUNT BID – (in words):

One million three hundred ninty two thousand nine hundred ninty nine dollars and ninty nine cents

FIRM

BY: [signature]

TITLE: President

PROJECT PROVISIONS AND SPECIFICATIONS

FOR

CHIP SEAL (SUMMER – FY 2016/2017) IN YAVAPAI COUNTY, ARIZONA

PROJECT #1722008

Board of Supervisors

Jack R. Smith, Chairman
Thomas Thurman, Vice-Chairman
Rowle P. Simmons, Member
Craig L. Brown, Member
A.G. "Chip", Davis, Member

Clerk of the Board of Supervisors

Kim Kapin

Public Works Director

Byron Jaspers, P.E.

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CALL FOR BIDS

Sealed bids will be received by the Board of Supervisors of Yavapai County, in the office of the Clerk of the Board of Supervisors, Room 310, Yavapai County Administrative Services Building, 1015 Fair Street, Prescott, Arizona until 1:30 p.m. (by the official clock located in the office of the Clerk of the Board of Supervisors), Thursday, May 4, 2017, for **CHIP SEAL (SUMMER – FY 2016/2017) IN YAVAPAI COUNTY, ARIZONA; PROJECT #1722008.** No bids will be accepted after 1:30 p.m. The bids will be publicly opened and read aloud at 2:00 p.m. on Thursday, May 4, 2017.

The scope of work for this project includes furnishing all labor, materials, equipment, fixtures and services required for the placement of a CRS-2P 3/8" chip seal on existing paved roads, placement of a CRS-2P 1/2" chip seal on an existing paved road as well as on an existing unpaved road, and fog sealing of new chip sealed roads and additional paved roads within various areas throughout Yavapai County; all in accordance with the plans, specifications and contract documents. Total estimated quantity of area to receive a CRS-2P 3/8" chip seal is approximately 453,232 square yards. Total estimated quantity of area to receive a CRS-2P 1/2" chip seal is approximately 20,135 square yards. The total estimated quantity of fog seal coat is estimated at 59,251 gallons. Project locations include: Cordes Lakes Area, Cottonwood Area, Paulden Area, Prescott Area, Prescott Valley Area, and Walker Area. Re-establishing of existing paint striping and markings, where applicable, is also included in this contract and as specified on the plans.

There has been a prebid meeting (NOT mandatory) scheduled for 11:00 a.m., Tuesday, April 25, 2017, in Yavapai County Public Works, Conference Room B, 1100 Commerce Drive, Prescott, AZ 86305. Any questions or concerns about the project will be addressed at that time.

Contract drawings and project manuals will be available by end of day Tuesday, April 18, 2017, at the following website:

http://www.planroomdirect.com/group/yavapai-county-public-works-department

All proposals shall be submitted in strict accordance with the ***INSTRUCTIONS FOR BIDDING*** included on the website and submitted on the documents provided therein. Bids shall include all applicable taxes and must be accompanied by a proposal guaranty in the form of a certified check, cashier's check, or surety bond in the amount of ten percent (10%) of the contract price bid, made payable to the Yavapai County Board of Supervisors.

Each proposal shall be submitted, either by hand, U.S. Postal Service, or other carrier to the Yavapai County Board of Supervisors, 1015 Fair Street, Room 310, Prescott, Arizona 86305. Yavapai County will not be responsible for those bids submitted that are not marked appropriately and/or sent to the wrong address.

Bidders are invited to be present at the opening of bids, but absence will not be considered cause for disqualification.

Bidders shall be responsible for any licenses or permits required by the regulatory agency of the State of Arizona that apply to the performance of this contract.

The Board of Supervisors of Yavapai County reserves the right to reject any or all bids, to waive formalities, and to accept the bid deemed to be in the best interest of Yavapai County.

Dated: April 13, 2017

/s/ Kim Kapin, Clerk
Yavapai County Board of Supervisors

Publish:
Prescott Courier
April 16, 17, 18, 19, 2017
The Verde Independent
April 19, 21, 2017

GENERAL PROVISIONS

PROPOSAL All standard specifications and details, unless otherwise noted, shall conform to "Uniform Standard Specifications for Public Works Construction", Maricopa Association of Governments (MAG), 1998, and all subsequent revisions thereto and Arizona Department of Transportation (ADOT) Standard Specifications for Road and Bridge Construction, 2008, and all subsequent revisions thereto, which are incorporated herein by reference.

BIDDING REQUIREMENTS AND CONDITIONS MAG Specifications Sections 102.1 through 102.14 are incorporated herein by reference, including:

Each bid submitted, either by hand, U.S. Postal Service, or other carrier, shall be submitted to the Yavapai County Board of Supervisors, 1015 Fair Street, Room 310, Prescott, Arizona, before the day and hour set for the submittal of bids in the Call for Bids. Bids shall be sealed and plainly marked with the title of the work and the name of the bidder. It is the SOLE responsibility of the bidder to see that his bid is received in proper time. Yavapai County will not be responsible for any bid not received in proper time and/or sent to the wrong address. Any bids received after the scheduled closing time for receipt of bids, by the official clock located in the office of the Clerk of the Board of Supervisors, will be returned to the bidder unopened.

BID SECURITY A bid bond in the amount of 10% of the bid shall be required at the time the bid or proposal is submitted, in the form of a certified check, cashiers check or surety bond and shall be in accordance with A.R.S. §34-201(A)(3).

WITHDRAWAL OF BID Any bidder may withdraw his bid, either personally or by telegraphic or written request, inclusive of facsimile, at any time prior to the scheduled closing time for receipt of bids.

PLANS & SPECIFICATIONS Plans, specifications, and all other documents required by bidders may be obtained by electronic download from the internet at www.planroomdirect.com. It is the bidder's responsibility to check this website within 48 hours of bid opening to check for addenda and review the final project plans and documents for revisions prior to submitting their bid. No revisions to the project plans and documents will be posted online within 48 hours of the scheduled bid opening. Yavapai County will not be supplying bidders with hard copies of the project plans and documents. It will be the Bidder's responsibility to contract printing services for hard copies of the project plans and documents.

ARIZONA CONTRACTOR'S LICENSE Prior to submission of bids, bidders must have a valid Arizona Contractor's License of a type which meets all criteria and requirements to perform the work as specified in the contract documents in accordance with the Arizona Registrar of Contractors.

CONTRACTOR PARTICIPATION A minimum of 50% of the work must be accomplished directly by the bidding contractor.

INTERPRETATION OF PLANS AND DOCUMENTS MAG Specifications, Section 102.4, are incorporated herein by reference including: If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the Plans, Specifications, or other proposed Contract Documents, or finds discrepancies in or omission from the Plans or Specifications, he shall submit to the Yavapai County Public Works Director a written request for an interpretation or correction thereof no later than five working days before the bid opening. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents will be made or delivered to each person receiving a set of such documents, and shall be binding. Interested bidders may call or visit the office of the Yavapai County Public Works Director.

INFORMATION ON BID OPENING Information regarding the bid opening will not be available until at least 24 hours following the opening.

AWARD AND EXECUTION OF CONTRACT MAG Specifications, Section 103.1 through 103.8, are incorporated herein by reference, except as expressly modified herein, including the following:

Pre-Award Conference - A pre-award conference will be scheduled by the Owner. Attendance of the Contractor is required at the scheduled place and time. Telephone conferences will not be considered.

Equipment List/Schedule of Manpower/Construction Schedule – The Contractor shall provide a list of equipment and a schedule of manpower to be utilized on this project, and a detailed construction schedule. The lists and schedules submitted shall identify manpower and equipment sufficient to demonstrate ability to accomplish the scope of work during the term of the contract, and are subject to review and approval by the Owner prior to award.

Award of Contract paragraph, 103.3 to be revised as follows:

The Contract will be awarded to the lowest qualified bidder complying with these instructions and with the Call for Bids. Past performance on county projects or other public projects will be evaluated in awarding contracts, and Yavapai County may decide to award to a contractor who is not the lowest bidder. Notwithstanding any contrary or inconsistent provision in the contract documents, Yavapai County reserves the right to accept or reject any or all bids if it deems it in the best interests of the County. Yavapai County reserves the right, but is not obligated, to waive any lack of formal compliance in the bids received. Deviations from County (Owner) specifications may result in rejection of bid(s). The award, if made, will be within sixty (60) calendar days after the opening of bids.

ASSIGNMENT OF PAYMENTS MAG Specifications Section 109.3, including assignment of contract clause in the "Information to Bidders" in this set of specifications are incorporated herein by reference.

NOTICE TO PROCEED The Contractor or subcontractor shall not work on any part of the project or incur any expenses or obligations until a Notice to Proceed has been issued by the

County. The County is not responsible for any costs incurred prior to issuance of the Notice to Proceed. The Notice to Proceed will be sent to the Contractor by first class mail or delivered to him in person.

ASSIGNMENT OF CONTRACT Any attempted partial or full assignment by the Contractor of any contract to be entered into hereunder, or any part thereof, or of funds received there-under by the Contractor, will have no legal effect nor will it be recognized by the County unless such assignment has had prior written approval of the Yavapai County Board of Supervisors and surety has been given due notice of such assignment in writing and has consented thereto in writing.

NON-PERFORMANCE OF WORK TASKS BY THE CONTRACTOR If the Contractor fails, neglects, or refuses to perform work tasks necessary for the completion of the total job; to replace defective work or to repair or resurface, in a manner that is acceptable to the Public Works Director; public rights-of-way disturbed by his work which are a nuisance, hazard, impedes or endangers vehicular traffic and the public; the Public Works Director may serve written notice upon the Contractor if its intention to have the work performed by others. Unless, within three (3) calendar days after the service of such notice, the Contractor has made such arrangement and scheduled the accomplishment of said work tasks to the satisfaction of the Public Works Director, The County will proceed to have the work accomplished by others or by itself and deduct the costs thereof from amounts due to the Contractor.

INDEMNIFICATION OF COUNTY AGAINST LIABILITY The Contractor agrees to indemnify and save harmless Yavapai County, and its employees, officers, agents and representatives from all suits, including attorneys fees and cost of litigation, actions, loss, damage, expense, cost or claims, of any character or any nature arising out of the work done in fulfillment of the construction of the improvement under the terms of this contract or on account of any act, claim or amount whether arising or recovered under Workmen's Compensation law or arising out of the failure of the Contractor or those acting under Contractor to conform to any statutes, ordinance, regulation, law or court decree. It is the intent of the parties to this contract that Yavapai County shall, in all instances, be indemnified against all liability, losses and damages of any nature whatever for or on account of any injuries to or death of persons or damages to or destruction of property arising out of or in any way connected with the performance of this contract, whether the liability, loss or damage is caused by, or alleged to be caused in whole or in part by the negligence or fault of the Contractor or of its officers, agents, employees, or subcontractors. The Contractor shall not be obligated to hold harmless or indemnify Yavapai County for damage caused by Yavapai County, its departments agents or employees.

WAIVER OF JURY TRIAL The parties hereto expressly covenant and agree that in the event of a dispute arising from this contract, each of the parties hereto waive any rights to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project which is the subject of this contract.

WAIVER OF ATTORNEYS FEES The parties hereto expressly covenant and agree that in the event of litigation arising from this Contract, neither party shall be entitled to an award of attorneys fees, except as expressly provided herein, either pursuant to the contract, pursuant to A.R.S. §12-341.01(A) and (B), or pursuant to any other state or federal statute. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this contract.

DEFINITIONS MAG Specifications Section 101.2 are incorporated herein by reference including:

A. **AWARD** The formal action of the governing body in accepting a bid.

B. **BID SECURITY** Refers to the certified check, cashiers check, or surety bond, which is required to be submitted with the bid to ensure execution of the contract and the furnishing of the required bonds and contract documents.

C. **OWNER** Yavapai County.

D. **COUNTY** Yavapai County.

E. **COUNTY'S REPRESENTATIVE** The authorized representative of the County, which may be an individual or a firm, or his assistants assigned to the project work, the project site, or any part thereof during the performance of the work by the Contractor and until final acceptance.

F. **PUBLIC WORKS DIRECTOR** The Yavapai County Public Works Director or his designee, representative, or assistants.

G. **DESIGN ENGINEER** The firm or person and his properly authorized assistants designated by the County to prepare Plans and Specifications for the work.

H. **CALL FOR BIDS** Refers to the standard forms inviting bids.

I. **ADDENDA** MAG Specifications, Section 102.1 through 102.13 including: Any Addenda issued during the time of bidding, forming a part of the documents issued to the bidder for the preparation of his bid, shall be covered in the bid and shall be made a part of the contract.

INSTRUCTIONS FOR PREPARING PROPOSAL

EXAMINATION BY BIDDERS At its own expense and prior to submitting its bid, each bidder shall (a) examine the Contract Documents, (b) visit the site and determine the local conditions which in any way affect the performance of the work, including prevailing wages and other pertaining cost factors, (c) familiarize himself with all Federal, State, and local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work, (d) make such surveys and investigation, including

investigation of subsurface or latent physical conditions at the site where the work is to be performed, as may be reasonably necessary for performance of the work, at its bid price within the terms of the Contract Documents, (e) determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided, and (f) correlate its observations, investigations, and determinations with the requirements of the Contract Documents. The Contract Documents contain the conditions, surveys, and other data used in the design of the work.

Payment for all work performed under this contract shall be based on the units as shown on the Bidding Schedule. Payment of the bid items as stated in the Contractor's bid for the completed work, shall be compensation in full for furnishing of all overhead, labor, materials, devices, equipment and appurtenances included in the work as are necessary to complete the total work under this contract in a good, neat, and satisfactory manner as indicated on the Plans, as described in the Specifications, and as otherwise implied or required to fulfill the objective of the work. It is the intent of the contract that maximum payments shall not exceed the agreed unit price(s) without duly authorized change orders, in the manner specified herein. Each item, fixture, piece of equipment, work, etc., as indicated on the Plans, or specified anywhere in these documents shall be completed with all necessary connections and appurtenances for the satisfactory use and operation of said item, and the total system or systems.

Any and all patents, license fees, permits, insurance premiums, etc., for the right to use equipment or processes included in this contract shall be included in the bid price, and shall include all applicable taxes.

Cost of testing, and other incidental operations, profit and overhead cost, including the cost of supervision, temporary field offices, move-in, move-out, insurance, taxes, equipment not a permanent part of the job, and other incidental items, shall be included in the bid price.

The *Total Amount Bid* must be filled out by the bidder both in numerals and in words. In case of any discrepancy between the price in numerals and price in written words, as written or corrected, the price in written words shall be presumed to be correct unless obviously in error, and shall be considered as the Contractor's correct and intended bid.

Bids shall not contain any recapitulations for the work to be done. Alternative bids will not be considered unless specifically called for. If anyone is in doubt as to the true meaning of any part of the Plans, Specifications, or other Contract Documents, or finds discrepancies in, or omissions from the Plans or Specifications, he must submit to the Public Works Director a written request, a minimum of 72 hours prior to the scheduled bid opening, for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery.

Any interpretation or correction of the Contract Documents will be made only by an Addendum duly issued by the County and posted on www.planroomdirect.com no later than 48 hours prior to the scheduled bid opening. The County will not be responsible for any other explanations or interpretations of the documents.

If the bid is made by an individual, it shall be signed and his full name and address shall be given. If it is made by a partnership, it shall be signed with the partnership name and by a general partner of the firm who shall also sign his own name, and the name and address of each partner shall be given; and, if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer or officers.

AWARD AND EXECUTION OF CONTRACT

INSURANCE In accordance with MAG Specification Section 103.6, which is incorporated herein by reference, the Contractor shall provide proof of the following types of insurance required under this Contract with minimum limits as described herein:

A. Comprehensive General Liability insurance for injuries, including accidental death, to any one person in an amount not less than $1,000,000. Subject to the same limits on account of one accident, in a total amount not less than $1,000,000.

Such policy shall include coverage for the following:

1. Injury to or destruction of any property arising out of the collapse of or structural injury to any building or structure due to grading of land, excavation, borrowing, filling, backfilling, tunneling, pile driving, cofferdam work or caisson work.
2. Injury to or destruction of wires, conduits, pipes, mains, sewers, or other similar property or any apparatus in connection therewith, below or above the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, or injury to or destruction of any property at any time resulting therefrom.
3. Injury to or destruction of any property arising out of blasting or explosion.

B. Automobile Liability and Property Damage insurance to cover each automobile, truck, and other vehicle used in the performance of the contract in an amount of not less than $1,000,000 for one person, and $1,000,000 for more than one person, and property damage in the sum of $1,000,000 resulting from any one accident which may arise from the operations of the Contractor in performing the work provided herein. This coverage shall include all owned, hired and non-owned vehicles.

C. Builders Risk, including an endorsement for fire and extended coverage, vandalism, malicious mischief, earthquake, landslide, flood, collapse or loss due to the results of faulty workmanship during the contract time and until final acceptance of work by the County in an amount not less than ONE HUNDRED PERCENT (100%) of the contract price. The entire project covered by this Contract will be at the Contractor's risk until final acceptance by the County.

For all policies listed in paragraphs A, B and C above, Yavapai County shall be named as an additional insured on the Certificate of Insurance.

D. Worker's Compensation and Employer's Liability. Statutory coverage for Workers Compensation and Employer's Liability in an amount not less than $1,000,000.

For the policies listed in paragraph D, Yavapai County shall be named as a certificate holder. The Contractor is required to provide a letter of certification from the Arizona Industrial Commission or its insurance agent evidencing coverage.

The certificates shall identify the contract number and title and evidence coverage by an insurance company authorized to transact business in the State of Arizona and rated Best A8 or better as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company. All required insurance shall be maintained during the life of the contract. No policy shall expire, be canceled or materially changed to affect the coverage available to the County during the life of the contract. If an insurance policy expires during the life of the contract, the Contractor shall provide a renewal certificate to the County not less than thirty (30) days prior to the expiration date.

COMMENCEMENT, PROSECUTION AND PROGRESS

COMMENCEMENT The Contractor shall commence work on or before the tenth (10th) calendar day from the date specified in the Notice to Proceed. All work under the contract shall be completed within the period of time specified in the contract documents. The County reserves the right to issue Notice to Proceed at any time between zero (0) and sixty (60) days after contract award. Notice to Proceed will be issued not later than sixty (60) calendar days after the contract has been awarded, unless otherwise agreed upon in writing, or as may be specified in the contract documents. In addition, the Contractor shall not commence work until all required documents, bonds, plans and schedules have been received and approved by the County. These submittals will not affect the issuance of Notice to Proceed by the County.

PUBLIC NOTICE Contractor shall issue written notification to those residents and businesses affected by the work. This notification shall contain at a minimum, 1) Type Of Work; 2) Contractor; 3) Contractor's Phone Number and Point of Contact; 4) Duration of Project, including days and hours of operations; 5) Date Project Commences; 6) Description of Project Site; 7) Contractor's after hours Point of Contact and phone number. The Contractor shall install a sign at all ends of the project giving a contact number for the contractor where issues and concerns will be addressed. The signs shall be maintained throughout the construction period and shall be of sufficient size and shall be installed at locations acceptable to the Owner.

MITIGATING COMPLAINTS It shall be the responsibility of the Contractor to promptly answer and resolve all complaints from residents and businesses. The Contractor shall take all reasonable actions to mitigate all complaints of residents and businesses resulting from his operation or traffic control to the satisfaction of the Owner at no expense to the Owner.

SUBCONTRACTORS MAG Specifications Section 108.2 are incorporated herein by reference including: All subcontractors and purchase orders for equipment shall state and establish

guaranteed delivery dates, at such times as determined by the Contractor, that will allow the Contractor to complete the project within the contract time.

CONTRACTOR'S REPRESENTATIVE AND EMERGENCIES MAG Specifications, Section 105.5, are incorporated herein by reference including: Plans and specifications to successful bidder clause in the "Information to Bidders" in this set of specifications.

CONTRACTOR DOCUMENTS

A. The Contractor shall keep at the work site a copy of the Contract Documents and shall at all times give the Public Works Director access thereto.

B. The Call for Bids, Information to Bidders, Special Conditions, Specifications, Plans, and all supplementary documents are intended to be a complete and complementary statement of the contract between the parties, and to prescribe a complete work. If any omissions are made of information necessary to carry out the full intent and meaning of the contract documents, the Contractor shall immediately call the matter to the attention of the Public Works Director for furnishing of detailed instructions. Figured dimensions shall govern over scaled dimensions.

C. Any drawings or plans listed anywhere in the specifications or Addenda thereto shall be regarded as a part thereof and of the contract. Anything mentioned in these specifications and not indicated on the plans, or anything indicated on the plans and not mentioned in these specifications shall be in the same force and effect as if indicated or mentioned in both.

ADDENDA, REVISIONS AND SUPPLEMENTARY DRAWINGS

A. The work shall conform to such other drawings relating thereto as may be furnished by the County prior to the opening of bids, and to such drawings in the explanation of details or minor modifications as may be furnished from time to time during construction, including such minor modifications as the Public Works Director may consider necessary during the prosecution of the work.

B. Scaled dimensions shall not be used in the construction of the work.

ERROR AND OMISSIONS The written dimensions on the plans are presumed to be correct, but the Contractor shall be required to check carefully all dimensions before beginning work. If any errors or omissions are discovered, the Public Works Director shall be so advised in writing and will make the proper corrections. Any adjustments made by the Contractor without prior review and acceptance shall be at his own risk, and the settlement of any complications or disputed expenses arising from such adjustment(s) shall be made by the Contractor, at his own expense.

CHARACTER OF WORKMEN MAG Specifications, Section 108.6 are incorporated herein by reference, including: Yavapai County requires all workmen on the project be a minimum of

18 years of age and have a valid drivers license. Yavapai County reserves the right to spot check for valid drivers' licenses.

SUSPENSION OF WORK

A. The Public Works Director shall have the authority to suspend the work wholly or in part, for such period as he may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as he may deem necessary due to the failure on the part of the Contractor to carry out orders given, or to perform any provisions of the Contract. The Contractor shall immediately comply with the written order of the Public Works Director to suspend work wholly or in part. The suspended work shall be resumed when conditions are favorable and methods are corrected, as reviewed and accepted in writing by the Public Works Director.

B. In case of suspension of work from any cause whatever, the Contractor shall be responsible for materials and shall properly store them if necessary and shall provide suitable drainage and erect temporary structures where necessary.

DELAYS AND EXTENSION OF TIME MAG Specifications, Section 108.7 are incorporated herein by reference, including:

A. It is the Contractor's responsibility to establish construction methods and a construction schedule which will facilitate the completion of work required by this Contract within the contract period and with full consideration for the season and known conditions, details, and circumstances surrounding the work required under this contract during which the work is scheduled.

B. To receive consideration for an extension of time, a request must be made in writing to the Public Works Director stating the reason for said request and such request must be received by the Public Works Director. The extension of time allowed shall be as determined by the Public Works Director. In setting contract time, it has been assumed that up to four (4) ten-hour working days may be lost as a result of weather conditions which will slow down the normal progress of work; therefore, no extension in contract time will be allowed for the first four (4) ten-hour working days lost due to bad weather conditions. An extension of time may be granted by the County after the expiration of the time originally fixed in the contract or as previously extended, and the extension so granted shall be deemed to commence and be effective from the date of such expiration.

C. Any event for which the contractor feels entitled to additional time shall be requested in writing within ten (10) days of occurrence of the event for consideration by the Public Works Director. The decision of the Public Works Director shall be final. If a request for additional contract time is not received within ten (10) days of occurrence of the event, additional time will not be granted.

D. Any extension of time shall not release the sureties upon any bond required under the contract. Extensions of time in and of themselves will not be a basis for request of additional compensation by the Contractor.

TERMINATION MAG Specifications, Section 108.10 and 108.11 are incorporated herein by reference, including: This agreement is subject to cancellation, including but not limited to, A.R.S. §38-511. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the County.

METHODS AND EQUIPMENT MAG Specifications, Section 108.6 are incorporated herein by reference, including:

A. The methods and equipment adopted by the Contractor shall be such as will secure a satisfactory quality of work and will enable the Contractor to complete the work in the time agreed upon. The selection and use of these methods and equipment is the responsibility of the Contractor.

B. Where applicable, the Contractor is responsible for all embankment construction and/or subgrade preparation identified in the plans and specifications. Embankment construction and/or subgrade preparation shall be accomplished by utilizing equipment to include but shall not be limited to an 815 Caterpillar Sheepsfoot Roller(s) or an approved equal. This will represent a minimum requirement. Any additional equipment proposed will be subject to review and approval by the County Engineer. All embankment and/or subgrade material shall be within 2% below to 1% above optimum moisture content.

C. All paving operations identified in the plans and specifications shall be accomplished by the Contractor utilizing equipment to include but shall not be limited to 2 (two) steel wheel rollers and 1 (one) pneumatic roller of a type and size approved by the Owner. The paving equipment shall be on site with operators during all paving operations.

D. Contractor will be required to use a material transfer device for all mainline paving.

DATE OF ACTUAL COMPLETION The date upon which the project will be considered as complete shall be that date upon which the work is accepted by the County.

FINAL ACCEPTANCE MAG Specifications, Section 105.15 (B) are incorporated herein by reference including: No partial acceptance of any portion of the work will be made and no acceptance other than the final acceptance of the overall completed project shall be construed as final acceptance of any part until the overall final acceptance by the County is made.

SAFETY, HEALTH AND SANITATION PROVISIONS MAG Specifications Section 107.5 are incorporated herein by reference, including:

A. The Contractor shall provide suitable and adequate sanitary conveniences for the use of all persons employed on the project. All sanitary conveniences shall conform to the regulations of the public authority having jurisdiction over such matters. At the

completion of the project, all such sanitary conveniences shall be removed and the premises left in a sanitary condition.

B. On all projects, with respect to sanitation facilities, for which Federal funds are allocated, the Contractor shall cooperate with and follow direction of representatives of the Health Service and the State and County public health service representatives shall have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection.

TRAFFIC CONTROL Traffic control is the responsibility of the Contractor and shall be in accordance with MAG Specifications, Section 401, referencing MUTCD Part VI which are incorporated herein by reference. The Contractor shall submit to the County, for approval, a traffic control plan for all activities connected with the proposed work.

WATER

A. The Contractor shall supply adequate, pure cooling drinking water with individual drinking cups for the use of employees on this construction. The quality of drinking water shall meet the Standards for Public Water Supplies specified in the State Health Department Code.

B. It shall be the responsibility of the Contractor to provide, maintain, at his own expense, an adequate supply of water for his use for construction and to install and maintain necessary supply connections and piping for same. Before final acceptance of the completed project, all temporary connections and piping installed by the Contractor shall be removed.

PROTECTION OF WORK MAG Specifications, Section 107.10 are incorporated herein by reference.

ELECTRIC POWER It shall be the responsibility of the Contractor to supply electrical generators or make arrangements with an electric power company to supply electrical power to the site should the Contractor need electricity.

CONSTRUCTION WATER SOURCE It shall be the responsibility of the Contractor to obtain a water source for his water usage on the site.

REMOVAL OF OBJECTIONABLE MATERIAL MAG Specifications, Section 201, except as modified herein are incorporated herein by reference.

ROCK EXCAVATION Excavation shall include removal of any rock encountered during the construction. Removal of rock encountered during construction shall be considered as included in the unit prices bid and shall not require additional compensation.

MOBILIZATION The work under this section shall be in accordance with Section 901 of ADOT standard specifications are incorporated herein by reference, except as modified herein.

No measurement or special payment will be made for this item and costs shall be absorbed within other items in this contract.

CLEANUP AND DUST CONTROL MAG Specifications, Sections 104.1.3 and 104.1.4, including agency landfills are incorporated herein by reference including:

A. It is the Contractor's responsibility to minimize dust during all phases of this project by taking all precautions necessary. In the event that it is determined by the Public Works Director that control of dust is not sufficient, the work will be terminated until the issue is resolved to the satisfaction of the Public Works Director. Yavapai County will not be responsible for any costs or construction delays incurred for termination or suspension of work due to insufficient dust control measures.

B. Salvage material shall be stored at areas designated by the Public Works Director.

C. Materials not salvaged shall be disposed of properly at a location and in a manner acceptable to the Public Works Director.

D. The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work, the Contractor shall remove all equipment, tools, and surplus materials. The Contractor shall completely clean the premises, removing and disposing of all debris and rubbish, and cleaning all stains, spots, marks, dirt, smears, etc. When work premises are turned over to the County, they shall be thoroughly cleaned and ready for immediate use.

GUARANTEE OF WORK MAG Specifications, Section 108.8 are incorporated herein by reference, including: amending guarantee and warrantee period from one year to two years, and including: All portions of the work under this contract shall be guaranteed for workmanship and materials for a period two years from the date of final acceptance of the product by the Owner. During the two (2) year guarantee period, should the Contractor fail to remedy defective material and/or workmanship, or make replacements within five (5) calendar days after written notice by the County, it is agreed that the County may make such repairs and replacements and the actual cost of the required labor and materials shall be chargeable to and payable by the Contractor.

CONTINGENCIES All loss or damage arising from obstruction or difficulties which may be encountered in the prosecution of the work, from the action of the elements, or from any act or omission on the part of the Contractor or any person or agent employed by him shall be borne by the Contractor.

NOTICE AND SERVICE THEREOF Any notice to the Contractor from the County relative to any part of this contract shall be in writing and considered delivered and the service thereof completed when said notice is posted, by first class mail, to the said Contractor at his last given address, or delivered in person or by facsimile to said Contractor or his authorized representative on the work.

PROJECT MEETINGS It shall be the responsibility of the Contractor to conduct meetings weekly, or at such other time(s) as may be determined by the Public Works Director, which shall be attended by representatives of Subcontractors, utilities, the Owner and other interested parties for the purpose of keeping the project on schedule and to provide necessary coordination of the work of the various parties. The weekly construction meetings must be attended by the Project Superintendent.

CONSTRUCTION SCHEDULE Per MAG Specifications, Section 108.4 and Section 108.5, which are incorporated herein by reference including: The Construction Schedule shall indicate the time to starting and completing each major phase of the project and such intermediate phases as will serve for well defined control points. It shall also indicate the major items of equipment, and all items of equipment receipt and installation of which is critical to the scheduled progress of the project. Updated schedules shall be submitted bi-weekly.

ACCIDENT PREVENTION MAG Specifications, Section 107.5 and 107.6 are incorporated herein by reference including:

A. Machinery, equipment and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America, and the requirements of the Occupational Safety and Health Administration.

B. First aid facilities and information posters conforming at least to the minimum requirements of the Occupational Safety and Health Administration shall be provided in a readily accessible location or locations.

C. The Contractor shall make all reports as are, or may be, required by the Public Works Director or any authority having jurisdiction, and permit all safety inspection of the work being performed under this contract. Before proceeding with any construction work, the Contractor shall take all necessary action to comply with all provisions for safety and accident prevention. In the event the Contractor fails to comply with said safety provisions or directions of the Public Work Director, the Public Works Director without prejudice to any other right of the County, may issue an order stopping all or any part of the work. Thereafter, a start order for resumption of the work may be issued at the discretion of the Public Works Director when in his opinion the defection from safety requirements has been corrected. The Contractor shall make no claim for an extension of time or for compensation or damages by reason of or in connection with such work stoppage.

CONSTRUCTION FACILITIES All construction hoists, elevators, scaffolds, stages, shoring, and similar temporary facilities shall be of ample size and capacity to adequately support and/or move the loads to which they will be subjected. All railings, enclosures, safety devices, and controls required by law or for adequate protection of life and property shall be provided.

TEMPORARY FACILITIES The Contractor shall provide all temporary facilities and utilities required for prosecution of the work; protection of employees and the public; protection

of the work from damage by fire, weather or vandalism; and such other facilities as may be specified or required by any legally applicable law, ordinance, rule, or regulation.

WARNING DEVICES AND BARRICADES Per MAG Specifications, Section 107.7 which are incorporated herein by reference

HAZARDS IN PUBLIC RIGHT-OF-WAY Per MAG Specifications, Section 107.7 which are incorporated herein by reference

HAZARDS IN PROTECTED AREAS Excavations on project sites from which the public is to be excluded shall be marked or guarded in a manner appropriate for the hazard.

PROTECTION OF EXISTING ITEMS The Contractor shall protect all existing structures, trees, shrubs, and other items on the project site that are to be preserved, by substantial barricades or other devices commensurate with the hazard, from injury or destruction by vehicles, equipment, workmen, or other agents.

PROJECT SECURITY The Contractor shall make adequate provision, subject to the approval of the Public Works Director, to protect the project and Contractor's facilities from fire, theft, and vandalism, and the public from unnecessary exposure to injury.

FIRE EXTINGUISHER At least one (1) fire extinguisher, rated at least 2A, shall be provided on the job site, and at all times sufficient fire suppression equipment and materials as designated by the U.S. Forest Service and Yavapai County. The Contractor shall perform the work to avoid any possibilities of wildfire.

OFF SITE ROADS Except as otherwise shown or specified, off site access roads shall be adequately maintained, graded-earth roads. Such roads shall be built only in the public right-of-way or easements obtained by the County. If the Contractor elects to build along some other alignment, he shall obtain, without additional cost to the County, necessary rights-of-way or easements.

NOISE ABATEMENT In inhabited areas, particularly residential, operations shall be performed in a manner to minimize unnecessary noise generation. Particular consideration shall be given to noise generated by repair and service activities during night hours in residential areas. No repair or service activities shall be conducted between the hours of 10:00 p.m. and 6:00 a.m, unless otherwise specified.

DRAINAGE CONTROL In excavation, fill, and grading operations, care shall be taken to disturb the pre-existing drainage pattern as little as possible. Particular care shall be taken not to direct drainage water onto private property or into streets or drainage ways inadequate for the increased flow.

PROJECT CLOSE-OUT It is a requirement of these Specifications and Contract Documents that the Contractor shall deliver a complete and operable facility capable of performing its intended functions and ready for use.

WASTE DISPOSAL

A. The Contractor shall provide for the disposal of all surplus materials, waste products, debris, etc., and shall make necessary arrangements and pay all fees to provide for proper disposal. The Contractor shall obtain written permission from property owner(s) and all applicable agencies prior to disposing of any surplus materials, waste products, debris, etc., on private property, and shall also obtain the approval of the Public Works Director and all applicable agencies prior to such disposal.

B. The Public Works Director will not approve the filling of ditches, washes, drainage ways, *unless* designated in the plans and specifications.

C. The Public Works Director will not approve disposal operations which will, in his opinion, create unsightly and/or unsanitary nuisances.

D. The Contractor shall maintain the disposal site(s) in a reasonable condition of appearance and safety during the construction period as required by the Public Works Director. Prior to final acceptance of the project, the Contractor shall have completed the leveling and cleanup of the disposal site(s) to the satisfaction of the Public Works Director.

PROJECT RECORD DOCUMENTS The Contractor shall maintain at the site, available to the County, one (1) copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders, and other modifications in good order and marked to record all changes made during construction. Record drawings for all improvements are to be prepared by a Registered Land Surveyor and submitted to the Owner for acceptance prior to final acceptance of the project. The record drawings shall be prepared on a set of reproducible mylar copies of the construction plans. The completed drawings shall be signed and sealed by the Registered Land Surveyor responsible for obtaining the As-Built information and preparing the record drawings. These shall be delivered to the County upon completion of the Project or the earlier termination of the contract.

Contractor shall provide certified As-Built drawings prepared by an Arizona Registrant for all drainage, road and bridge construction.

CONTROL OF WORK

ABBREVIATIONS MAG Specifications, Section 101.1 are incorporated herein by reference, including abbreviations as shown on the Plans.

AUTHORITY AND DUTIES OF INSPECTOR Per MAG Specifications, Section 105.9, which are incorporated herein by reference including: An inspector is to be assigned to the project by the County to monitor the project and to keep the Public Works Director informed as to the progress of the work and the manner in which it is being done. Additionally, the inspector will call the Contractor's attention to any non-conformance with the Plans and Specifications. He will not be authorized to approve or accept any portion of the work or to act as foreman for

the Contractor. The inspector will exercise such additional authority only as may from time to time be delegated to him by the Public Works Director.

INSPECTION MAG Specifications, Section 105.10 are incorporated herein by reference, including: Inspection is to be done by the Public Works Department. The Contractor shall furnish the Public Works Director with every reasonable facility for ascertaining whether or not the work is performed is in accordance with the requirements and intent of the Specifications and Contract. If the Public Works Director requests it, the Contractor at any time before acceptance or the work shall remove or uncover such portion of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standards required by the Specifications. The uncovering or removing and replacing of the covering or making good of the parts removed shall be at the Contractor's expense. Inspection or supervision by the Public Works Director shall not be considered as direct control of the individual workman and his work. The direct control shall be solely the responsibility of the Contractor's foreman and superintendent.

PROJECT SUPERINTENDENT The Contractor's Project Superintendent must be on site at all times during performance of the work.

CONSTRUCTION SCHEDULE

A. Prior to the commencement of the work the Contractor shall prepare and submit to the Public Works Director for review, a written schedule covering the general sequence of the work to be performed on a weekly basis. The work schedule, after review and acceptance by the Public Works Director, shall not be changed without written consent of the Public Works Director. The Contractor shall assume the full responsibility for performing the work in an orderly procedure under the Contract. In addition, the contractor will supply a detailed 2-week schedule updated on a weekly basis detailing all construction activities to be performed during that time period on a daily basis.

B. The construction schedule shall serve as an index of progress prosecution as contemplated by the Contractor. In the event the actual construction progress varies substantially from the scheduled progress, the Public Works Director will require and the Contractor shall be required, within ten (10) calendar days written notice, to provide a revised construction schedule, giving in detail the particular changes in production as estimated by the Contractor to complete the work within the specified Contract Time. Time is of the essence in this regard.

CONTRACT TIME Completion of work under this contract shall be on a working day schedule. A working day is a calendar day, exclusive of Fridays, Saturdays, Sundays and legal holidays recognized by the Owner. Work hours shall be within the hours of 7:00 a.m. to 7:00 p.m., and not more than 40 hours per week unless otherwise approved by the Public Works Director in writing. The Contractor and all its subcontractors shall work the same hours.

INSPECTOR OVERTIME Any overtime hours accrued by the Owner's inspector due to the scheduling of the Contractor or any of its subcontractors shall be reimbursed to the Owner by the

contractor at a rate of $90.00 per hour. Reimbursement shall be achieved through deductions for inspector overtime from contractor pay requests.

AUTHORITY OF THE ENGINEER MAG Specifications, Section 105.1 are incorporated herein by reference, with the following exception: References to "the Engineer" shall mean Public Works Director.

FORMAL PROTEST If the Contractor considers any work demanded of him to be outside the requirements of the Contract, or if he considers any instructions, ruling, or decision of the Public Works Director to be unfair, he shall, within ten (10) calendar days after such demand is made, or instruction, ruling or decision is given, file a written protest with the Public Works Director, stating clearly and in detail his objections and the reasons therefore. Except for such protests as are made of record in the manner and within the time above stated, the Contractor shall be deemed to have waived and does hereby waive all claims for extra work, damages, and extensions of time resulting from demands, instructions, rulings and decisions of the Public Works Director. Upon receipt of any such protest from the Contractor, the Public Works Director shall review the demand, instructions, rulings, or decisions objected to and shall promptly advise the Contractor in writing of his final decision, which shall be binding, unless within ten (10) calendar days thereafter the Contractor shall file with the Public Works Director a formal protest against said final decision of the Public Works Director. The Public Works Director shall consider and render a final decision of any protest within thirty (30) calendar days of receipt of same.

PLANS

A. The Contract Plans consist of general drawings. These indicate such details as are necessary to give a comprehensive idea of the construction contemplated. All authorized alterations affecting the requirements and information given on the Contract Plans shall be in writing. The Contract Plans shall be supplemented by such working or shop drawings prepared by the Contractor as are necessary to adequately perform and control the work. No change shall be made by the Contractor in any working or shop drawing after it has been accepted by the Public Works Director.

B. The Contractor shall keep a copy of the Plans and Specifications at the job site, and shall at all times give the Public Works Director access thereto. Any drawings or plans listed in the Detailed Specifications shall be regarded as a part thereof and the Public Works Director will furnish from time to time such additional drawings, plans, profiles, and information as he may consider necessary for the Contractor's guidance.

C. All authorized alterations affecting the requirements and information given on the accepted plans shall be in writing. No changes shall be made of any plan or drawing after the same has been accepted by the Public Works Director except by consent of the Public Works Director in writing.

CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS MAG Specifications, Section 105.3 are incorporated herein by reference.

COORDINATION AND INTERPRETATION OF PLANS AND SPECIFICATIONS MAG Specifications, Section 105.4 are incorporated herein by reference, including:

A. In the event of any doubt or question arising regarding the true meaning of the plans, specifications, or other contract documents, reference shall be made to the Public Works Director, whose decision thereon shall be final. In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct.

B. In the event of there being a conflict between one contract document and any other contract documents, the document highest in precedence shall control and supersede the document which is contrary to it. The order of precedence of the contract documents is as follows:

1. Supplemental Agreements/Change Orders, the last in time being the first in precedence
2. The formal Contract
3. Call for Bids
4. Instructions for Bidding
5. Special Provisions
6. Technical Specifications
7. Plans
8. General Provisions
9. Contractor Proposal

ORDER OF WORK

A. When required by the Contract Documents, the Contractor shall follow the sequence of operations as set forth therein.

B. Full compensation for conforming with such requirements will be considered as included in the prices paid for contract items of work and no additional compensation will be allowed.

REMOVAL OF UNACCEPTABLE OR UNAUTHORIZED WORK MAG Specifications, Section 105.11 are incorporated herein by reference.

CONSTRUCTION STAKES, LINES AND GRADES MAG Specifications, Section 105.8 are incorporated herein by reference.

MAINTENANCE DURING CONSTRUCTION MAG Specifications, Section 105.12 are incorporated herein by reference.

UTILITIES MAG Specifications, Section 107.11 are incorporated herein by reference.

EXISTING UTILITIES AND UTILITY COORDINATION The Contractor is responsible for all Blue Stake notification. The Contractor is responsible for notifying all utility companies and other parties who may have underground utilities for field locations prior to the start of construction. The Contractor must take full responsibility for any damage to any utility line encountered, whether or not located on the plans.

In the event utility relocation or new utility construction is required during the project, it shall be the responsibility of the Contractor to coordinate all relocation or construction activities with the appropriate utility company. In the event of significant delays due to unforseen utility relocations or construction that results in total project shutdown, the County will consider this grounds for additional contract time. The County will not be responsible for any costs incurred due to utility delays.

WORK BY OTHERS The County, other Contractors, and/or utilities may be working within the project area while this contract is in progress. If so, this Contractor shall schedule his work in conjunction with these other organizations to minimize mutual interference.

COORDINATION OF WORK

A. Prior to starting construction, the Contractor shall submit their construction schedule to the Public Works Director for approval.

B. It shall be the responsibility of the Contractor to maintain overall coordination of the project. Based on the general contract construction schedule prepared in accordance with these Specifications, the Contractor shall obtain from each of his subcontractors a similar schedule and shall be responsible for all parties maintaining these schedules or for coordinating changes necessitated by unforeseen difficulties.

LINES AND GRADES All work under this contract shall be built in accordance with the detailed scope of work.

MATERIALS AND WORKMANSHIP

GENERAL MAG Specifications, Section 106.1 are incorporated herein by reference, including:

A. Where equipment, materials, or articles are referred to in the Specifications as equal to any particular standard, the Public Works Director shall decide the question of equality and acceptability.

B. Wherever any standard published specification is referred to, the latest edition or revision, including all amendments shall be used unless otherwise specified. The physical characteristics of all materials not particularly specified shall conform to the latest standards published by the American Society for Testing and Materials where applicable. All material shall be new and of the specified quality and equal to the accepted samples, if samples have been submitted.

C. All work shall be done and completed in a thorough, workmanlike manner, notwithstanding any omission from these Specifications or from the Plans; and it shall be the duty of the Contractor to bring the Public Works Director's attention to apparent errors or omissions and request instructions before proceeding with the work. The Public Works Director may, by appropriate instructions, correct errors and supply omissions, which instructions shall be binding upon the Contractor as though contained in the original Specifications or Plans.

SUBSTITUTION OF MATERIAL OR EQUIPMENT MAG Specifications, Section 106.4 are incorporated herein by reference, including: Requests relative to substitutions for materials or equipment specifically designated on the Plans or in the Specifications shall be made in writing, and such requests shall be accompanied by complete data on which the Public Works Director can make determination on the merits of the proposed substitution. The written request shall state how the product proposed for a substitution compares with or differs from the designated product in composition, size, arrangement, performance, etc. And in addition, the request shall be accompanied by documentary evidence of equality in price and delivery or evidence of difference in price and delivery. Data on price shall be in the form of certified quotations from suppliers of both the designated and proposed items. All items accepted for substitution shall be subject to all applicable provisions of the Specifications. Should substitution be allowed under the foregoing provisions, and should the item subsequently prove to be defective or otherwise unsatisfactory for the service for which it was intended, the Contractor, shall without cost to the County, and without obligation on the part of the Public Works Director, replace the item with the material originally specified.

FABRICATED MATERIALS AND SHOP DRAWINGS Fabricated material and shop drawings shall be handled as set forth in the Special Provisions.

MATERIALS FURNISHED BY THE COUNTY MAG Specifications, Section 106.8 are incorporated herein by reference

STORAGE AND HANDLING OF MATERIALS MAG Specifications, Section 106.5 and 106.6 are incorporated herein by reference, including: Protection of materials and equipment stored on the site shall be the responsibility of the Contractor. The County reserves the right to direct the Contractor to provide proper means of protection for materials if such is deemed advisable by the Public Works Director; however, the exercise of or failure to exercise his right shall not be deemed to relieve the Contractor of his primary responsibility for protecting the material and equipment. The Contractor shall provide suitable warehouses or other adequate means of protection for such if the material and equipment require storage and protection. The Contractor shall store and care for the materials and equipment in the most suitable manner to protect them from distortion, rain, dust, or other damage. The cost of replacing any material or equipment damaged in storage shall be borne by the Contractor, and the fact that material or equipment has been damaged after partial payment has been made shall not relieve the Contractor of his primary responsibility. No motor shall be left uncovered or unprotected.

REJECTED MATERIALS MAG Specifications, Section 106.7 are incorporated herein by reference.

DRIVEWAYS AND WALKS Inconvenience caused by digging across driveways and sidewalks shall be kept to a minimum by restoring the serviceability of the drive or sidewalk as soon as possible. Before blocking driveways, the Contractor shall notify the property owner. The Contractor shall replace or repair any damage done to driveways and walks to not less than the condition existing prior to the Contractor's work. If it is necessary to leave an excavation open across driveways or sidewalks, the Contractor shall provide temporary relief in the form of steel plates over the excavation. Direct access shall be provided at all times to fire engine houses, fire hydrants, hospitals, police stations, and at all other agencies or services where emergencies may require immediate access to same.

ROADS Streets and roads subjected to interference by the prosecution of this work shall be kept open and maintained by the Contractor until the work is completed.

TREES AND SHRUBBERY

A. All trees and shrubbery contained within the right-of-way or easements shall be protected by the Contractor insofar as practicable.

B. In the event shrubbery or trees must be trimmed, or removed, the Contractor shall notify the property owner to do so within a reasonable time prior to construction. All shrubbery or trees not removed by the property owner shall be trimmed or removed by the Contractor and hauled from the job at the Contractor's expense.

C. All trees, shrubs, hedges, brush, etc. designated on the Plans, or by the Public Works Director for removal, shall be completely removed and disposed of as indicated on the Plans or as specified by the Public Works Director.

IRRIGATION DITCHES AND STRUCTURES The Contractor shall contact the owners of any ditches, irrigation lines, and appurtenances which interfere with the work and shall make arrangements for dry-up or scheduling of water deliveries. The Contractor shall be liable for any damage due to irrigation facilities damaged by his operations and shall repair such damaged facilities to an equal or better than original condition.

SUBMITTALS MAG Specifications, Section 105.2 are incorporated herein by reference, including:

A. In ample time for each to serve its proper purpose and function, the Contractor shall submit to the Public Works Director such schedules, reports, drawings, lists, literature samples, instructions, directions, and guarantees as are specified or reasonably required for construction, operation, and maintenance of the facilities to be built and/or furnished under this Contract.

B. Shop drawings and data shall be submitted to the Public Works Director in such number of copies as will allow him to retain four (4) copies of each submittal. The submittal shall clearly indicate the specific area of the specifications or plans for which the submittal is

made. The additional copies received by him will be returned to the Contractor's representative at the job site. The Public Works Director's notations of the action which he has taken will be noted on one of these returned copies.

C. The above drawings, lists, prints, samples, and other data shall become a part of the Contract and a copy of the same shall be kept with the job site plans and the fabrications furnished shall be in conformance with the same.

MATERIALS AND EQUIPMENT SCHEDULES Drawings of minor or incidental fabricated materials and/or equipment may not be required at the discretion of the Public Works Director. The Contractor shall furnish the Public Works Director tabulated lists of such fabrications, showing the names of the manufacturers and catalog numbers, together with samples of general data as may be required to permit determination by the Public Works Director as to their acceptability for incorporation in the work.

QUALITY CONTROL

A. All material shall be of the specified quality and equal to the approved samples, if samples have been submitted. All work shall be done and completed in a thorough, workmanlike manner, notwithstanding any omission from these Specifications or from the Plans. It shall be the duty of the Contractor to call the Public Works Director's attention to apparent errors or omissions and request instructions before proceeding with the work. The Public Works Director may, by appropriate instruction, correct errors and supply omissions, which instructions shall be as binding upon the Contractor as though contained in the original Specifications or Plans.

B. Materials which will require testing and inspection at the place of origin shall not be shipped prior to such testing and inspection.

SAMPLES AND TESTS MAG Specifications, Sections 106.2 and 106.3 are incorporated herein by reference, including:

A. At the option of the Public Works Director, the source for supply of each of the materials shall be approved by him before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the work for testing or examination as desired by the Public Works Director.

B. Sieves used in determining the grading of samples of aggregates, select material, and other graded materials, shall conform to ASTM Designation E 11-81which is incorporated herein by reference.

C. Copies of all test results shall be submitted to the Owner or its representative within five (5) working days of test and shall be certified by an engineer registered in the State of Arizona in an appropriate discipline.

LEGAL RELATIONS AND RESPONSIBILITY

LAWS TO BE OBSERVED MAG Specifications, Section 107.1 are incorporated herein by reference.

ALIEN LABOR

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. §23-214(A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

Contractor agrees and warrants that County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws. Contractor agrees that any act by the Contractor or Subcontractor that result in the impediment or denial of access of the books and records of Contractor or Subcontractor shall be a material breach of the Contract on the part of the Contractor.

Nothing herein shall make Contractor or Subcontractor an agent or employee of the County. Nothing herein shall act to establish privity of contract between the County and any Subcontractor.

Any breach of Contractor's or any Subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, subject to County approval as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the Subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. §23-214(A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

INDEPENDENT CONTRACTOR STATUS It is expressly agreed and understood by and between the parties that the Contractor is being retained by the County as an independent contractor, and as such the Contractor shall not become a County employee, and is not entitled to payment or compensation from the County or to any fringe benefits to which other County employees are entitled. As an independent contractor, the Contractor further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Contractor further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the County by reason thereof, and that he will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the County, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

NONDISCRIMINATION The Contractor, with regard to the work performed by it after award and during its performance of this contract will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of employees and subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and Executive Order 11246 as amended.

AMERICANS WITH DISABILITIES ACT Contractor shall comply with all federal, state and local nondiscrimination statutes in the operation, implementation and delivery, including state and federal civil rights and disabilities laws. In particular the contractor shall ensure that the County's obligations for program, facility and services accessibility in Title II of the Americans with Disabilities Act are complied with in all activities arising under this contract, and shall hold harmless the County for any and all loss, including but not limited to damages, costs or expenses incurred or arising from any alleged violations or expenses, incurred or arising from any alleged violation of the Americans with Disabilities Act under the auspices of this contract unless resulting from an intentional or actual negligent act of the County and its employees. Failure to comply with the nondiscrimination or accessibility requirements herein shall be construed as nonperformance and may result in termination of funding, civil action or both.

PERMITS, TAXES AND LICENSES MAG Specifications, Section 107.2 are incorporated herein by reference, including: Except as otherwise provided in the Specifications, it is the duty of the Contractor to procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Obtaining and complying with all applicable permits, licenses and taxes is the responsibility of the Contractor.

STATUS OF LAND, RIGHT-OF-WAY AND EASEMENTS It shall be the responsibility of the Contractor to secure permission and obtain the necessary permits to work in the public right-or-way. It shall be the responsibility of the Contractor to secure written permission from landowners to work, or trespass on private land owned by someone other than the Owner. Acquisition of easements, construction easements and rights of way will be the responsibility of the Owner.

PATENTED DEVICES, MATERIALS AND PROCESSES MAG Specifications, Section 107.3 are incorporated herein by reference.

SURVEY LAND MONUMENTS Survey land monuments and property marks shall not be moved or otherwise disturbed by the Contractor until an authorized agent of the agency having jurisdiction over the land monuments or property marks setting, has witnessed or otherwise referenced their location, and only then in accordance with the requirements of the agency having jurisdiction. Any monuments displaced by the Contractor shall be replaced at the Contractors expense.

EXISTING FACILITIES The Contractor shall protect all existing facilities during construction.

PROTECTION OF PERSON AND PROPERTY MAG Specifications, Sections 107.5 through 107.10 are incorporated herein by reference.

PROTECTION OF ANTIQUITIES MAG Specifications, Section 107.4 are incorporated herein by reference.

PERSONAL LIABILITY OF PUBLIC OFFICIALS MAG Specifications, Section 107.13 are incorporated herein by reference.

NON-RESPONSIBILITY OF THE COUNTY Indebtedness incurred for any cause in connection with this work must be paid by the Contractor, and the County is hereby relieved at all times from any indebtedness or claim other than payments under terms of the contract.

NO WAIVER OF LEGAL RIGHTS MAG Specifications, Section 107.14 are incorporated herein by reference.

PROPERTY RIGHTS IN MATERIAL Nothing in the contract shall be construed as vesting in the Contractor any right of property in materials used after they have been attached or affixed to the work or the soil and accepted. All such materials shall become the property of the County upon beings so attached or affixed and accepted.

ISRAEL BOYCOTT CERTIFICATION Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. §35-393.01. Violation of this certification by Contactor may result in action by County up to and including termination of this Contract.

PAYMENT TO CONTRACTORS

GENERAL

A. Payment for construction of this project shall be based on work actually performed in accordance with the Specifications and Scope of Work, and shall include all labor and materials incorporated in the completed work.

B. Upon final inspection and acceptance of the work, the County will pay the Contractor the amount earned under the contract as provided herein.

C. Contractor understands that Yavapai County has established an Electronic Funds Transfer (EFT) program for all payments to providers of goods and services to the County and agrees to accept EFT payments in full satisfaction of the County's payment obligations pursuant to this Contract. Contractor further agrees to register for the County's EFT program within one month following the effective date of this Contract and understands that failure to comply with this registration requirement shall result in suspension of payments pursuant to this Contract until such time as the registration process is completed.

PARTIAL PAYMENT

A. Once each month the County will make a partial payment to the Contractor on the basis of an estimate prepared by the Contractor and accepted by the Public Works Director for work completed through the last day of the preceding calendar month. The estimate will cover the work performed by the Contractor during the preceding calendar month.

B. Contractor shall submit partial payment request on Application and Certificate for Payment, or equal, subject to approval by the Public Works Director.

C. The County will retain ten percent (10%) of the amount of each such estimate to ensure full and faithful compliance with the terms of these contract documents. After fifty percent (50%) of the work on this project has been completed, one half of the amount retained shall be paid to the Contractor provided the Contractor is making satisfactory progress on the contract and there is no specific clause or claim requiring a greater amount to be retained. After the contract is fifty percent (50%) completed, only five percent (5%) of the amount of any subsequent progress payments made under the contract shall be retained provided the Contractor is making satisfactory progress on the project, except that if a any time the County determines satisfactory progress is not being made, ten percent (10%) retention shall be reinstated for all progress payments made under the contract subsequent to the determination.

D. The Contractor shall furnish a detailed breakdown showing unit prices and quantities for use in preparing the monthly estimate. No partial payment will be made until this breakdown is presented by the Contractor and has been reviewed and accepted by the Public Works Director.

E. No partial payment for job site-delivered material will be made.

PAYMENT For and in consideration of the faithful performance of the work, the County will pay to the Contractor the amount earned less retention as computed from the actual quantities of work performed under the contract and to make such payment in the manner and at the times specified, as follows:

A. After final completion under the contract, the Contractor shall render to the County a final estimate which shall show the amount of work performed according to the Contract.

B. Before the final payment will be made, the Contractor shall satisfy the County by affidavit that all bills for labor and materials incorporated in the work have been paid. Additionally, the Contractor shall furnish lien waivers for all completed labor and materials consumed during the project.

C. Final payment constituting the entire unpaid balance of the Contract sum (including all retained moneys) shall be paid by the County to the Contractor within sixty (60) days after completion of the work or filing the Notice of Completion of the Contract unless a specific written finding by the County of the reasons justifying the delay in payment is provided to the Contractor, and further provided that all work has been completed, the Contract fully performed, and any final certificate has been issued by the County. The quantities appearing in the Bidding Schedule are approximate only, and are prepared for the comparison of bids. Payment to the Contractor will be made only by actual quantities of work performed and accepted in accordance with the requirements of the Contract. Only the items listed in the Bidding Schedule are pay items. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted.

PAYMENT REQUEST SUBMITTALS All payment requests must be submitted on the application and certificate for payment format along with a cost breakdown sheet. The attached samples #1 and #2 show the format required.

A. Contractor shall submit final payment request on Application and Certificate for Payment, or equal, subject to approval by the Public Works Director.
B. Request for final payment must be submitted to the Owner within 45 days of project completion as determined by the Owner. No additional pay requests will be considered after the final pay request is submitted.

PAYMENT OF ITEMS IN PROPOSAL

A. Only those items listed in the Proposal under Bidding Schedule are pay items.

B. Compensation for all items necessary for the completion of the project or improvement shall be included by the bidder in the price bid for the items shown in the Proposal.

CHANGES IN THE WORK

A. The County, without invalidating the Contract, may order extra work, make changes by altering, or deleting any portion of the work as specified herein, or as deemed necessary or desirable by the Public Works Director. All such work shall be executed under the conditions of the original contract except that any claim for extension of time and additional cost caused thereby shall be adjusted at the time of ordering such change or extra work.

B. Extra work shall be that work not indicated or detailed on the Plans and not specified. Such work shall be governed by all applicable provisions of the Contract Document.

C. In giving instructions, the Public Works Director shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Public Works Director, and no claim for an addition to the total amount of the contract shall be valid unless so ordered. It is mutually understood that it is inherent in the nature of municipal construction that some changes in the Plans and Specifications may be necessary during the course of construction to adjust them to field conditions, and that it is of the essence of the contract to recognize a normal and expected margin of change. The Public Works Director shall have the right to make such changes, from time to time, in the plans, character, termination, and completion of the work in the most satisfactory manner without invalidating or otherwise violating the Contract.

D. Any change ordered by the Public Works Director which involves installation of work essential to complete the Contract, but for which no basis for payment is provided herein, said payment therefore shall be subject to agreement prior to said work being performed.

E. The prices agreed upon and any agreed upon adjustment in Contract time shall be incorporated in the written order issued by the Public Works Director, which shall be written so as to indicate acceptance on the part of the Contractor as evidenced by his signature. In the event prices cannot be agreed upon, the County reserves the right to terminate the contract as it applies to the items in question and make such arrangements as it may deem necessary to complete the work, or it may direct the Contractor to proceed with the items in question to be reimbursed pursuant to the unit prices in the Contractor's bid or on a force account basis as provided herein, at the option of the County.

CHANGE ORDER SUBMITTALS All change order requests must be submitted on the format shown on the attached sample #3.

FORCE ACCOUNT The compensation for force account work performed by the Contractor shall be approved by the Public Works Director in the following manner:

A. **LABOR** The Contractor shall provide monthly certified payroll reports for all labor and for foremen in direct charge of the specific operations. The Contractor will be compensated as follows:

1. The actual cost of wages paid by him but at rates not to exceed those for comparable labor currently employed on the project as determined by the Public Works Director.

2. The actual cost of social security taxes and unemployment compensation insurance.

3. An amount equal to ten percent (10%) of the actual cost of wages and other costs listed above to cover the Contractor's profit and overhead.

4. In case work is performed by a subcontractor, the said ten percent (10%) will be added only once to the actual cost of the work, however, the Contractor may add ten percent (10%) to the Subcontractor's price to cover his own overhead.

B. **TOOLS AND EQUIPMENT** For any special or heavy equipment used, the Contractor shall be reimbursed his actual cost of rental, not to exceed the latest Schedule of Equipment Rental Rates published by the Arizona Department of Transportation incorporated herein by reference. In the event that any of the equipment to be used is not shown in said schedule, the rental rate for such equipment shall be as agreed upon in writing before the work is started. No percentage shall be added to equipment rental rates. In the event said special or heavy equipment is owned by the Contractor, he shall be compensated only for the actual hours said equipment is required to be on the job site, at a rate not to exceed the latest ADOT Schedule of Equipment Rental Rates.

C. **MATERIALS** For all materials accepted by the Public Works Director and used in the work, the Contractor shall be paid the actual cost of such material including transportation charges, to which cost shall be added a sum equal to ten percent (10%) thereof.

D. **SUPERVISION AND OVERHEAD**. No allowance shall be made for general superintendence. The cost of supervision and overhead presumed to be included in the ten percent (10%) added in accordance with the above.

E. **RECORDS** The Contractor's representative and the Public Works Director shall compare the records of the work performed as ordered on a force account basis at the end of each day on which such work is performed. Copies of these records shall be made on suitable forms provided for this purpose and signed by both the Public Works Director and the Contractor's representative. All claims for work done on a force account basis shall be certified and submitted to the Public Works Director by the Contractor, and such

statements shall be filed with the Public Works Director not later than the fifth (5th) day of the month following that in which the work was actually performed.

EXTRA WORK New or additional work will be classed as extra work when determined by the Public Works Director that such work is not covered by the Contract.

CHANGE ORDER The value of such work or change shall be determined and paid for with a Change Order in one of the following ways unless paid for by force account according to the Change Order Procedure set down by the Yavapai County Public Works Department.

A. By unit prices in accordance with the Contractor's bid as mutually agreed upon by the County and Contractor.

B. By unit prices for additional items not previously bid, as mutually agreed upon by the County and the Contractor.

C. By a lump sum based upon the Contractor's estimate and the Public Works Director's review and acceptance of the estimate.

The Contractor shall do such extra work and furnish material and equipment therefore upon receipt of an accepted Change Order or other written order of the Public Works Director. In the absence of such Contract Change Order or other written order of the Public Works Director, the Contractor shall not be entitled to payment for such extra work. Payment for extra work required to be performed pursuant to the provisions of this section, in the absence of an executed Change Order, will be made by force account as provided herein, in accordance with the Contractor's unit prices bid or as agreed to by the Contractor and the Public Works Director. However, in no case shall work be undertaken without written notice from the Public Works Director to proceed with the work. All change orders must be approved by the Public Works Director.

CLAIMS FOR EXTRA WORK If the Contractor claims that any instructions involve extra cost under this contract, he shall give the Public Works Director written notice thereof within forty-eight (48) hours after receipt of such instructions, and in any event before proceeding to execute the work, except in an emergency endangering life or property, and the procedure shall then be as provided for under CHANGE IN THE WORK. No claim shall be valid unless so made.

PARTIAL ACCEPTANCE OF WORK

A. After completion of certain units of work under this contract, including all testing and other preparation necessary for operation of the unit by the County as herein specified, but prior to final project completion, provision may be made for partial acceptance in writing by the County for these certain units only. The units to be included for partial acceptance prior to final project completion will be noted at the time of the pre-construction conference in accordance with the Contractor's schedule, or by written notice to the Contractor at the earliest possible time.

B. The guarantee period for these units shall commence with the date of final acceptance of the entire project by the County. Full payment for these units will not be made until final acceptance of the total work is made.

C. Acceptance of any portion of the project prior to acceptance of the whole shall not be construed as absolving the Contractor's responsibility for any item of construction or incidental work included in the original Contract.

SPECIAL PROVISIONS

These Special Provisions shall supersede the General Provisions and the working specifications where there is a conflict.

1. **Scope – Pavement Preservation (Summer, FY 2016-2017) in Yavapai County, AZ; Project #1722008**. The scope of work for this project includes furnishing all labor, materials, equipment, fixtures and services required for the placement of a CRS-2P 3/8" chip seal on existing paved roads, placement of a CRS-2P 1/2" chip seal on an existing paved road as well as on an existing unpaved road, slurry sealing of an existing paved road, and fog sealing of new chip sealed roads and additional paved roads within various areas throughout Yavapai County; all in accordance with the plans, specifications and contract documents. Total estimated quantity of area to receive a CRS-2P 3/8" chip seal is approximately 417,710 square yards. Total estimated quantity of area to receive a CRS-2P 1/2" chip seal then followed by CRS-2P 3/8" chip seal is approximately 20,133 square yards. The total estimated quantity of fog seal coat is estimated at 57,711 gallons. The total estimated quantity of slurry seal is approximately 64,002 square yards. Project locations include: Cordes Lakes, Cottonwood, Paulden, Prescott, Prescott Valley, and Walker. Re-establishing of existing paint striping and markings, where applicable, is also included in this contract and as specified on the plans.

2. **Pre-Bid Meeting** - A Pre-Bid Meeting (NON-MANDATORY) is scheduled for 11:00 a.m. on April 25, 2017, in the Yavapai County Public Works Department Ready Room in Prescott, located at 1100 Commerce Drive, Prescott, AZ 86305.

3. **Pre-Award Conference** - A pre-award conference shall be scheduled by the Owner. Attendance of the Contractor's construction superintendent, project manager and foremen is required at the scheduled place and time. Telephone conferences will not be considered. If requested, at the pre-award meeting the Contractor shall present the following: (1) past performance references on projects that have occurred within the prior two years, (2) a list of equipment to be utilized on this project, (3) a schedule of manpower to be utilized on this project, (4) a detailed construction schedule including all construction phasing, and (5) any other special documentation requested by the Owner to ensure the contract requirements for workmanship and materials can be met. Pre-award submittals shall be subject to approval by the Owner prior to award of this contract. If the apparent low bidder's pre-award submittals do not meet the standards set forth in the contract documents, then the apparent low bidder will be notified in writing with an explanation why their submittal and bid are being rejected. If this occurs the Owner shall exercise their rights to award to the next lower bidder that can meet the contract requirements for workmanship and materials.

4. **Notice to Proceed** – The contract time shall begin on the notice to proceed date which shall be on May 30, 2017. All bidding contractors shall be fully prepared to commence work on this notice to proceed date.

5. **Pre-Construction Meeting** – A pre-construction meeting will be scheduled by the Owner. Attendance of the Contractor is required at the scheduled place and time.

6. **Weekly Construction Meetings** - The Contractor will schedule weekly construction meetings that shall be attended by representatives of subcontractors, utilities, the Owner, and other interested parties for the purpose of keeping the project on schedule and to provide necessary coordination of the work.

7. **Existing Utilities and Utility Coordination** – The Contractor shall contact Arizona Blue Stake (1-800-STAKE-IT OR 811 in Arizona) at least 48 hours prior to construction for marking of underground utilities. Locations of utilities indicated in the field are subject to verification by the Contractor via potholing or other acceptable methods. Utilities damaged by the Contractor shall be repaired at the Contractor's expense.

8. **Protection of Existing Facilities** - The Contractor shall protect all existing facilities during construction, including any and all cast valve boxes, manholes, survey markers, sidewalks, curb and gutters, or other in-pavement amenities using an approved method—***placing oil or dirt on these objects and amenities is not an acceptable method of protection.*** The Contractor shall notify the appropriate utility company, agency or property owner of any construction that may affect their facilities.

9. **Quality Control** – The Contractor's Materials Engineer shall be required to provide all quality control as specified in the plans and specifications. The bidding contractor shall anticipate that the materials sampling and testing shall be per the ADOT Materials Quality Assurance Program (Revision January, 17, 2004), per the Quality Control and Testing Supplement here within, and have a minimum of the following testing: five (5) samples of CRS-2P asphalt emulsion, five (5) samples of PMCQS-1h asphalt emulsion, and five (5) samples of fog seal. For requirements above the minimum in the ADOT Materials Quality Assurance Program, the Owner shall provide the Contractor with a testing schedule for these additional samples. All quality control results shall be submitted sealed to the Owner as soon as they are readily available to the Contractor and prior to final acceptance.

10. **Dust Control** - The Contractor shall provide a water truck to maintain dust control on the streets that are either designated detour routes or are used by construction delivery equipment. See attached MAG Section 104 – Watering & Dust Control.

11. **Construction Water** – It shall be the responsibility of the Contractor to obtain a water source for water usage.

12. **Clean-Up** – The Contractor shall, at all times, keep the premises free from accumulation of waste materials and/or rubbish caused by his operations. At the completion of the work, the Contractor shall completely clean the premises, removing and disposing of all rubbish and debris; and cleaning all stains, spots, marks, dirt, smear, etc.

13. **Construction Surveys and Staking** – The project will follow existing alignments and roadways. The construction plans and County forces will dictate exact beginning and ending points for each roadway. Some survey and staking may be required for the Contractor to re-establish the roadway striping center lines, edge lines, markings and for quantity tracking purposes.

14. **Excess Cover Material Removal** - *No kick-brooms* will be allowed on this project. The Contractor shall use pick-up broom for removal of excess cover material unless otherwise agreed to by the Engineer. All excess cover material shall not be re-used on this or other County projects and disposal of the excess cover material shall be at the expense of the Contractor. All loose cover material shall be removed prior to each phase of striping and the fog seal coat application to the satisfaction of the Engineer. ***The contractor will be required to perform a post sweeping of all chip sealed roads 45 days after final acceptance. The contractor will need to provide traffic control for the post sweeping operation. No funds will be withheld for this work.***

15. **Asphalt Distributor Truck Certification** - all asphalt distributor trucks used on this project shall have an ADOT certification that is current within six (6) months prior to project commencement. Testing for the certification shall be performed by ADOT or other acceptable certification firms per Arizona Test Method 411.

16. **Maintenance of Traffic** – Full closure of any roadways within the project areas will *not* be permitted, and at least one lane for traffic shall remain open at all times. Contractor shall provide proper signing and delineators at all approaches to each construction zone and shall provide detailed road schematics as necessary. During the Contractor's working hours, sufficient staffing and traffic control around the active construction zone shall be provided to insure safe conditions, should two cars wish to travel through the construction zone in opposing directions. A comprehensive traffic control plan shall be submitted to the Engineer a minimum of one (1) week prior to construction for acceptance and approval. Any project areas that will result in queuing of traffic into the roadways of other jurisdictions (ADOT, other local governments) may require that the Contractor secure a permit from that agency.

    Permit fees shall be included within the bid costs of the traffic control line item.

    Vehicular access shall be maintained to developed properties at all possible times. When access must be restricted for construction, the Contractor shall give written notice to each affected resident/business not less than 48 hours in advance.

    The Contractor shall be responsible for providing all traffic control devices including, but not limited to signs, lights, barricades, flaggers, etc., necessary to provide for safe movement of traffic through the construction area. All maintenance of traffic shall be in accordance with the **Manual on Uniform Traffic Control Devices, 2009 Edition (MUTCD),** U.S. Department of Transportation, Federal Highway Administration, and all subsequent revisions thereto, and as modified herein, for movement of traffic through construction zones.

17. **Contract Time** - Completion of work ***on roadways*** under this contract shall be on a working day schedule. A working day corresponds with a County working day of ten (10) hours a day five (5) days a week, exclusive of Saturdays, Sundays and legal holidays recognized by the Owner. **Contract time shall be twenty-four (24) ten-hour working days. Including four (4) weather days.**

18. **Inclement Weather** – The Contractor is ultimately responsible for determining inclement weather days. Should the Contractor decide to proceed with construction despite the potential for adverse weather, any deficiencies in the resulting final product or damages resulting from proceeding forward with the work remain as the responsibility of the Contractor. The owner reserves the right to issue a stop work order if the County's inspector deems there is a risk of weather based on visual or actual forecasted predictions.

19. **Order of Work Progression** – The Contractor will be required to complete the work under this contract in the following progression of work: Starting in Paulden area, Prescott Valley/Castle Canyon Mesa, then Prescott/Walker, Cordes Lakes, and finally Verde Village. Due to funding source, the Engineer may change the order of progression so that HURF funded roads be completed first.

20. **Work Hours** - Work hours shall be within the hours of 7:00 a.m. to 5:30 p.m., and not more than 50 hours per week unless otherwise approved by the Public Works Director in writing. The contractor and all its subcontractors shall work the same hours.

21. **Inspector's Overtime** - Any overtime hours accrued by the Owner's inspector due to the scheduling of the contractor or any of its subcontractors shall be reimbursed to the Owner by the Contractor. Reimbursement shall be achieved through deductions for inspector overtime from Contractor pay requests. Overtime rate is $90.00 per hour. Overtime rates will apply after the work week of five (5), ten (10) hour, days or fifty (50) hours in a work week.

22. **Equipment List/Schedule of Manpower/Construction Schedule** - The contractor shall provide a list of equipment to be utilized on this project, a schedule of manpower to be utilized on this project, and a detailed construction schedule, for review and approval by the Owner prior to award.

23. **Project Superintendent** - The Project Superintendent must be on site at all times during performance of work and must attend the weekly construction meetings.

24. **Construction Delays** - Any event for which the Contractor feels entitled to additional time shall be requested per MAG specifications to the Public Works Director. The decision of the Public Works Director shall be final. If a request for additional contract time is not received within 10 days of occurrence of the event, additional time will not be granted.

25. **Micro-Surfacing Requirements** - The contractor shall install a single coat of the TYPE II micro-surfacing on the four driving lanes of Pioneer Parkway, covering the width of the lane in one application with no longitudinal joints placed in any wheel paths. Acceleration lanes, deceleration lanes, and turn lanes including any gore area shall receive a scratch course or bottom coat and then the final top coat. This shall be required to ensure that the ½" chip seal is completely covered with the TYPE II micro-surfacing. The mineral aggregate target application rate will be 24 LB/SY. The contractor will be required to provide a micro-surfacing application plan to be approved by the Engineer.

26. **Warranty** - All portions of the work under this contract shall be guaranteed for workmanship and materials for a period of two years from the date of final acceptance of the product by the Owner. Guarantee does not include workmanship or materials for subgrade work performed by others.

    Chip seal warranty shall include the following. Stripping of cover material and/or bleeding of the asphalt membrane on any portion of the chip seal area, as determined by the Owner, shall be defined as chip seal failure. Failure of the chip seal area and the severity of the failure shall direct the extent of the warranty repairs. Repair requirements for chip seal failure due to workmanship and/or materials shall be defined as follows:

    a) If random or strip area(s) of chip seal failure occur(s) less than 20% by area, the Contractor shall fully repair the specific failure area(s) via reapplication of CRS-2P and aggregate per the technical specifications followed by a fog seal application over the repair areas.

    b) If random or strip area(s) of chip seal failure occur(s) over 20%, but less than 50%, by area, the Contractor shall fully repair the specific travel lane(s) where the failure exists via reapplication of CRS-2P and aggregate per the technical specifications followed by a fog seal application over the repair areas.

    c) If random or strip area(s) of chip seal failure occur(s) over 50%, by area, the Contractor shall fully repair all travel lane(s) where the failure exists via reapplication of CRS-2P and aggregate per the technical specifications followed by a fog seal application over the repair areas.

    If part of the contract work, all repaired failure areas shall receive a fog seal coat and paint striping application per the contract documents.

    Random failure is characterized by irregular patterns of missing cover chips and/or irregular patterns of bleeding areas. Random chip seal failure shall be weighted as the percent of chip seal failure spots within a given 1' by 1' area, either by stripping of cover material and/or bleeding of the emulsified asphalt. In the area of this failure, several random failure areas shall be measured and the average shall be calculated to assess the proportion of failure.

    Strip failure is characterized by regular patterns of missing cover chips and/or regular

patterns of bleeding areas. Strip chip seal failure shall be weighted as the percent of chip seal failure spots within the width of the travel lane, by stripping of cover material and/or bleeding of the emulsified asphalt. In the area of the failure, several strip failure areas shall be measured and the average shall be calculated to assess the proportion of failure.

All warranty period repairs by the Contractor shall be considered a non-pay item. Failure of the Contractor to coordinate warranty repairs within 45 days of written notice shall warrant the County to move forward with a formal complaint with the Arizona Registrar of Contractors. Furthermore, no future construction contracts shall be awarded to the Contractor if warranty repairs are unresolved.

27. **Final Pay Request** - Request for final payment must be submitted to the Owner within 45 days of project completion as determined by the Owner. No additional pay requests will be considered after the final pay request is submitted.

28. **Contractor Participation** - A minimum of 50% of the work must be accomplished directly by the bidding contractor.

29. **Responsibility** – Contractor shall be fully responsible for the project until the date of final acceptance.

30. **Permits** – The Contractor shall be responsible for obtaining any and all necessary permits through federal, state or local agencies prior to construction commencement. This includes any cases where traffic control elements extend outside of County-owned right of way.

31. **Public Notification** – A minimum of two (2) electronic message boards shall be erected by the Contractor at least one (1) week prior to the commencement of construction in each area to notify the public of this impending project. The location of the message boards shall be determined by the Engineer. The message boards shall convey a simple project title, window of anticipated construction dates, and anticipated hours of restricted traffic flow. Minimum allowable message board size shall be approximately 10'W by 6'H. Message boards shall remain in place throughout project term and may be updated during the course of the project to provide any additional pertinent information to the public. If other jurisdictions require additional message boards for traffic control measures within right-of-way outside the project areas, these additional message boards shall be considered incidental to the traffic control plan for the overall project and payment for these additional traffic control measures shall be included in the lump sum cost for the traffic control bid item.

32. **Casting Frames & Covers** – All existing frames and casting covers (such as manholes, monumentation, clean outs, water valves, etc.) and all other street hardware items shall be protected from the application of the chip seal by some approved method such as the application of stickum-type paper template placed on each casting prior to the chip seal operations. ***Diesel fuel application or aggregate/dirt on the above-mentioned covers and hardware is not an acceptable method.*** Aforementioned casting covers must be cleaned up to existing conditions after chip seal and fog seal installation. Utility covers damaged by the Contractor shall be repaired or replaced at the Contractor's expense. Any utility or

benchmark covers discovered during the chip seal process but not identified on the construction plans shall be protected in similar fashion.

33. **Concrete Structures** – The lines of termination of chip seal at the driveways shall be neat and straight. In cases of concrete structures—including, but not limited to gutters, curbs, sidewalks, concrete driveways, low-water crossings, and noted box culverts, bridge decks, bridge deck joints and cattle guards—adjacent to the pavement to be chip sealed, the Contractor shall provide and install tar paper, or other approved method, at all limits of work. The concrete structures shall be cleaned of excess chip seal to the satisfaction of the County Inspector—this includes curb and gutter. Excessive chip seal will not be permitted onto concrete structures.

34. **Staging of Materials** – The contractor shall be responsible for locating and securing a suitable staging area for materials and equipment. The County is not responsible for loss or damage of any materials stored during the project.

35. **Work Areas** – All work shall be performed from within the right-of-way limits, as approximated on the plans. The Contractor shall not trespass on private or public lands outside or adjacent to the right-of-way without written permission from each individual property owner.

36. **Additional Equipment Requirements** – For roads receiving chip seal that are greater than one (1) mile in total length and in cases that will allow for rapid placement of the chip seal, the Contractor shall provide an additional pneumatic tire roller and an additional broom over and above the standard requirement of two (2) each. This will allow for less back-tracking of equipment during the chip seal process and insure that the rollers and sweepers can maintain a constant distance to the spreading equipment and not fall behind.

37. **Cooperative Use of this Contract (A.K.A. Piggy-back Clause)** - This agreement may be extended for use by other governmental agencies and political subdivisions of the State including members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accordance with the laws, ordinances, rules and regulations applicable to such entity, and the approval of the Contractor and the County. The provision of goods or services to other agencies under this contract does not absolve the Contractor from fully complying with the requirements set forth within the contract for materials and services to be provided to the County under this contract. Any attempt to represent any material and or service as being under this contract with Yavapai County which is not a subject of, or an addition to this contract, is a violation of the contract. Any such action is subject to legal and contractual remedies available to Yavapai County including, but not limited to, cancellation or suspension of the contract.

    In the event that another governmental agency or subdivision chooses to use this agreement for procurement purposes, the procuring party shall be solely responsible for the ordering of materials, services or construction under this agreement. Payment, inspection and acceptance of goods or services ordered by the procuring party shall be the exclusive obligation of the procuring party. County shall not be liable in any way for alleged or actual violations by the

procuring party or Contractor, and the procuring party shall hold County harmless from any liability which may arise from the action or inaction of the procuring party. Contractor agrees to look solely to the procuring party in pursuing all legal remedies that may be available to Contractor for acts or inaction of the procuring party.

The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

ADOT SECTION 404 – DOUBLE CHIP SEAL COAT (CRS–2P)

Description:

The initial chip seal coat shall consist of emulsified asphalt, type Polymerized Cationic Rapid Set (**CRS-2P**) per ADOT Section 1005, applied at the rate in the range of **0.57 - 0.63** gallons per square yard (with a target value of **0.60** gal/SY), unless otherwise directed by the Engineer, and chip cover aggregate as specified below at a rate of **32-35 LBS/SY minimum**. The second application shall consist of emulsified asphalt, type Polymerized Cationic Rapid Set (**CRS-2P**) per ADOT Section 1005, applied at the rate in the range of **0.38 - 0.43** gallons per square yard (with a target value of **0.40** gal/SY), unless otherwise directed by the Engineer, and chip cover aggregate as specified below at a rate of **22-25 LBS/SY minimum**. Emulsified asphalt shall be applied to the surface of the road in accordance with Section 404-3.05 of the ADOT Standard Specifications. Emulsified asphalt type CRS-2P, shall conform to the Section 1005-3.03 and Table 1005-3a of the ADOT Standard Specifications.

Prior to placing the chip seal, the Contractor shall install temporary raised pavement markers, Type Y-2 STD, on existing centerline striping at 50 foot intervals on tangents and 25 foot intervals on curves and turn lanes, stop bars, fog lines (edge marking) and any thermoplastic or preformed markings, and as instructed by the Engineer. The Contractor shall also remove all thermoplastic pavement markings (preformed or not) with a method and grinding device approved by the Engineer. No extra payment will be made for temporary raised pavement markers or removals of the pre-existing pavement thermoplastic markings. The cost for the markers shall be included in the unit price bid for chip seal. Temporary raised pavement markers will not be required for portions of roads without existing striping or thermoplastic markings.

Cover Material:

The cover material shall conform to Section 404-2.02 of ADOT Standard Specifications for the following gradation and shall be an aggregate mix *mechanically crushed rock* and shall be free from lumps or balls of clay, contain no calcareous or clay coatings, caliche, synthetic materials, decomposed granite, volcanic cinders, organic matter or foreign substances. If a clean cover material cannot be achieved using conventional crushing and screening methods, then the cover material will have to be washed in water. The cover material shall be applied at a rate determined by the Contractor and certified by the Contractor's Engineer. The Contractor shall ensure complete coverage of the emulsified asphalt and shall be responsible for any bleeding, stripping, or failure of the chip seal.

The grading shall meet the following requirements when tested in accordance with the requirements of Arizona Test Method 201.

½" Aggregate Gradation Requirements

Sieve Size	Percent by Weight Passing Sieves
1/2"	100
3/8"	0-25
No. 4	0-10
No. 8	0-5
No. 200	0-2

The cover material for the second application of a double chip seal shall meet the above criteria with the following exceptions:

The grading shall meet the following requirements when tested in accordance with the requirements of Arizona Test Method 201.

⅜" Aggregate Gradation Requirements

Sieve Size	Percent by Weight Passing Sieves
3/8"	100
No. 4	0-25
No. 8	0-5
No. 200	0-2

The Contractor is responsible for all laboratory tests and certifications to assure that the chip material is in conformance to the requirements set forth in these specifications. Representative samples of the aggregate cover material shall be taken daily, and the laboratory test results and certificates of compliance shall all be submitted to the Owner's Engineer. The Owner's Engineer may reject delivered chip material if, in his opinion, the delivered material differs significantly from the representative sample. In all cases, the Contractor shall be responsible for the successful placement of the double chip seal coat regardless of temperatures or material compliance, and shall guarantee the success of the double chip seal coat final product.

Weather:

Bituminous material used in the chip seal process shall be applied only when the existing bituminous surface is dry and when the surface temperature is at least 85 degrees F, and the ambient temperature in the shade is 70 degrees F.

Despite the required minimum ambient and surface temperature and condition, the Engineer may at any time require that work cease or that the work be reduced in the event of weather conditions either existing or expected which would have an adverse effect upon the bituminous treatment.

Cleaning and Removals:

Prior to the chip seal operation the Contractor shall remove any and all vegetation within the limits of the chip seal by initially applying an approved herbicide. The herbicide shall be applied at least 10 days prior to the chip seal operation, or as directed by the manufacturer of the approved herbicide. Reward and Round Up are pre-approved herbicides. All other herbicides shall be submitted by the contractor for approval by the Agency, and shall be certified for use in the State of Arizona for the specific use intended. The application of the herbicide shall be performed in accordance with all applicable regulations. Any and all fines or clean-up costs for unlawful misuse or discarding of herbicides shall be the sole responsibility of the Contractor. Mixtures and spread rates for the herbicides shall be determined by the manufacturer's specifications. Wash down of equipment or discarding of herbicides shall not enter the catch basins or positive drainage facilities.

At the present there are portions of the project that are expected to have an accumulation of material buildup, weed growth, and shoulder overgrowth along the edges of the pavement. This material will interfere with the project chip seal coat and thus the Contractor shall remove and dispose of all debris, aggregate and deleterious material on existing pavement and under the guardrail, if applicable, for the length of the project roadways. The removal of weeds shall be at least ten (10) days after they are properly treated with herbicide.

Prior to the chip seal operation, the Contractor shall remove all existing thermoplastic striping, thermoplastic legends and permanent raised pavement markers within the chip seal limits. When removing the permanent raised pavement markers the Contractor shall remove excessive adhesive left on pavement caused from the removal of raised pavement markers. Removal shall be done to the satisfaction of the Engineer.

All cleaning and removal work shall be considered incidental to this line item.

Equipment:

Asphalt Distributor Truck:

An asphalt distributor for application of the emulsion sealer shall have a full circulation spray bar that is adjustable to at least sixteen (16) feet wide in two (2) feet increments and capable of heating and circulating the emulsion simultaneously. It must have computerized rate control for adjusting and controlling the application from the cab that is adjusting by 0.01 gallons per square yard increments. The distributor shall also be equipped with a volume measuring device and a thermometer for measuring the emulsion temperature in the tank.

Cover Material Spreader:

The Cover Material Spreader shall be a self-propelled, computerized rate control aggregate spreader with front discharge that can evenly distribute aggregate. The spreader shall be calibrated

at the start of each day of production to ensure the specified application rate will be attained. The calibration shall be witnessed and approved by the Engineer.

Pneumatic-Tired Rollers:

The pneumatic-tired rollers shall be in good working condition and actively rolling at all times during the chip seal operation. The pneumatic-tired rollers shall be a minimum 5 tons.

Sweeping:

Prior to applying chip seal, the entire pavement surface shall be thoroughly cleaned by the Contractor to remove any dirt, vegetation, weeds, dust, leaves, water, or other foreign material to the satisfaction of the Engineer. County forces will install pavement patches to designated roads prior to chip seal installation, if deemed necessary by the Owner.

The unit price bid shall include a sweeping of the road chip sealed no sooner than 12 hours after the completion of the chip sealing, but within 36 hours after chip seal, or as approved by the Owner's Engineer. Please note that early sweeping shall not void any of the warranties associated with this project. The sweeping of the chip sealed road shall occur as often as necessary to remove loose chips from the roadway. Contractor shall be required to perform an additional sweeping immediately prior to each striping application.

Loose gravel signs shall remain on the roadway after chip sealing until such time as all sweeping has occurred, and the owner has approved their removal.

The use of any sweeper that causes damage to the seal coat shall not be permitted. The sweepers shall be self-propelled vacuum, regenerative air, or rear broom pick-up, with water spray bars to reduce dust. The Engineer shall determine which type of sweeper shall be used. If necessary, more than one type of sweeper shall be used. Sidewinder sweepers or brooms that windrow material and do not remove it shall not be used. A minimum of two (2) sweepers shall be used at all times. However, for roads receiving chip seal that are greater than 1 mile in total length, the Contractor shall provide at least one (1) additional pneumatic tire roller and one (1) additional broom over and above the standard minimum requirement of two (2) each. This will allow for less back-tracking of equipment during the chip seal process and insure that the rollers and sweepers can maintain a constant distance to the spreading equipment and not fall behind.

Completion of sweeping shall be evidenced by the absence of loose chips in gutters and driveways. Special attention shall be required in sweeping driveways and under and around parked vehicles clear of loose chips. The Contractor shall be responsible for removal of all chips from sidewalks and other affected areas. The Contractor shall provide a sufficient number of sweepers (minimum two) to sweep all streets within 36 hours after spreading screenings (chips) for chip seal coat.

In residential areas where existing loose or excess cover material swept/kicked to the side of the road may possibly leave the right-of-way limits and remain on private property, the Contractor shall utilize pick-up brooms rather than kick-brooms to remove loose chip material. All material

picked up shall become the responsibility of the Contractor and shall not be re-used on this or other County projects.

Method of Measurement:

Measurement for work under this section shall be made on a per square yard basis to include both chip seal applications.

Basis of Payment:

The accepted quantity of double chip seal application, measured as provided above, will be paid for at the contract unit price per square yard, and such price be full compensation for the work as prescribed and specified herein, complete and in place to include both chip seal applications.

Pay Item:	Pay Unit:
Double Chip Seal Coat	Square Yard (SY)

ADOT SECTION 404 - SINGLE CHIP SEAL COAT (CRS-2P)

Description:

The work under this section shall be in accordance with Section 404 of ADOT Standard Specifications, as designated on the construction plans, and as modified herein.

The work under this section shall consist of furnishing all materials and constructing or applying a single chip seal coat according to the project plans.

Construction Requirements:

The single chip seal coat shall consist of emulsified asphalt, type Polymerized Cationic Rapid Set (**CRS-2P**) per ADOT Section 1005, applied at the rate in the range of **0.38 - 0.43** gallons per square yard (with a target value of **0.40** gal/SY), unless otherwise directed by the Engineer, and chip cover aggregate as specified below at a rate of **22-25 LBS/SY minimum**. Emulsified asphalt shall be applied to the surface of the road in accordance with Section 404-3.05 of the ADOT standard specifications. The County recognizes that older roads may require more emulsified asphalt oil and more recently paved roads may have reduced oil application rates, thus the stated range of oil application rate.

Prior to placing the chip seal, the Contractor shall install temporary raised pavement markers, Type Y-2 STD, on existing centerline striping at 50 foot intervals on tangents and 25 foot intervals on curves and turn lanes, stop bars, fog lines (edge marking) and any thermoplastic or preformed markings, and as instructed by the Engineer. The Contractor shall also remove all thermoplastic pavement markings (preformed or not) with a method and grinding device approved by the Engineer. No extra payment will be made for temporary raised pavement markers or removals of the pre-existing pavement thermoplastic markings. The cost for the markers shall be included in the unit price bid for chip seal. Temporary raised pavement markers will not be required for portions of roads without existing striping or thermoplastic markings.

Cover Material:

The cover material shall conform to Section 404-2.02 of ADOT standard specifications for the following gradation, and shall be an aggregate mix of *mechanically crushed rock* and shall be free from lumps or balls of clay, contain no calcareous or clay coatings, caliche, synthetic materials, decomposed granite, volcanic cinders, organic matter or foreign substances. If a clean cover material cannot be achieved using conventional crushing and screening methods, then the cover material will have to be washed in water. The cover material shall be applied at a rate determined by the Contractor and certified by the Contractor's Engineer. The Contractor shall ensure complete coverage of the emulsified asphalt and shall be responsible for any bleeding, stripping, or failure of the chip seal.

The crushed aggregate for the applications shall meet the requirements for gradation given in Table 1 when tested in accordance with ASTM C 136.

Table 1 - Aggregate Gradation Requirements

Sieve Size	Percent Passing
3/8"	100
No. 4	0 - 25
No. 8	0 - 5
No. 200	0 - 2.0

The Contractor is responsible for all laboratory tests and certifications to assure that the chip material is in conformance to the requirements set forth in these specifications. Representative samples of the aggregate cover material shall be taken daily in accordance with ADOT testing manual, and the laboratory test results and certificates of compliance shall all be submitted to the Owner's Engineer. The Owner may reject delivered chip material if, in his opinion, the delivered material differs significantly from the representative sample or appearing to be excessively dirty. In all cases, the Contractor shall be responsible for the successful placement of the single chip seal coat regardless of temperatures or material compliance, and shall guarantee the success of the single chip seal coat.

Weather:

Bituminous material used in the chip seal process shall be applied only when the existing bituminous surface is dry and when the surface temperature is at least 85 degrees F and the ambient temperature in the shade is 70 degrees F.

Despite the required minimum ambient and surface temperature and condition, the Engineer may at any time require that work cease or that the work be reduced in the event of weather conditions either existing or expected which would have an adverse effect upon the bituminous treatment.

Cleaning and Removals:

Prior to the chip seal operation the Contractor shall remove any and all vegetation within the limits of the chip seal by initially applying an approved herbicide. The herbicide shall be applied at least 10 days prior to the chip seal operation, or as directed by the manufacturer of the approved herbicide. Reward and Round Up are pre-approved herbicides. All other herbicides shall be submitted by the contractor for approval by the Agency, and shall be certified for use in the State of Arizona for the specific use intended. The application of the herbicide shall be performed in accordance with all applicable regulations. Any and all fines or clean-up costs for unlawful misuse or discarding of herbicides shall be the sole responsibility of the Contractor.

Mixtures and spread rates for the herbicides shall be determined by the manufacturer's specifications. Wash down of equipment or discarding of herbicides shall not enter the catch basins or positive drainage facilities.

At the present there are portions of the project that are expected to have an accumulation of material buildup, weed growth, and shoulder overgrowth along the edges of the pavement. This material will interfere with the project chip seal coat and thus the Contractor shall remove and dispose of all debris, aggregate and deleterious material on existing pavement and under the guardrail, if applicable, for the length of the project roadways. The removal of weeds shall be at least ten (10) days after they are properly treated with herbicide.

Prior to the chip seal operation, the Contractor shall remove all existing thermoplastic striping, thermoplastic legends and permanent raised pavement markers within the chip seal limits. When removing the permanent raised pavement markers the Contractor shall remove excessive adhesive left on pavement caused from the removal of raised pavement markers. Removal shall be done to the satisfaction of the Engineer.

All cleaning and removal work shall be considered incidental to this line item.

Equipment:

Asphalt Distributor Truck:

An asphalt distributor for application of the emulsion sealer shall have a full circulation spray bar that is adjustable to at least sixteen (16) feet wide in two (2) feet increments and capable of heating and circulating the emulsion simultaneously. It must have computerized rate control for adjusting and controlling the application from the cab that is adjusting by 0.01 gallons per square yard increments. The distributor shall also be equipped with a volume measuring device and a thermometer for measuring the emulsion temperature in the tank.

Cover Material Spreader:

The Cover Material Spreader shall be a self-propelled, computerized rate control aggregate spreader with front discharge that can evenly distribute aggregate. The spreader shall be calibrated at the start of each day of production to ensure the specified application rate will be attained. The calibration shall be witnessed and approved by the Engineer.

Pneumatic-Tired Rollers:

The pneumatic-tired rollers shall be in good working condition and actively rolling at all times during the chip seal operation. The pneumatic-tired rollers shall be a minimum 5 tons.

Removals & Sweeping:

Prior to applying chip seal, the entire pavement surface shall be thoroughly cleaned by the Contractor to remove any dirt, vegetation, weeds, dust, leaves, water, or other foreign material to the satisfaction of the Engineer. County forces may install pavement patches to designated roads prior to chip seal installation, if deemed necessary by the Owner.

The unit price bid shall include a sweeping of the road chip sealed no sooner than 12 hours after the completion of the chip sealing, but within 36 hours after chip seal, or as approved by the Owner's Engineer. Please note that early sweeping shall not void any of the warranties associated with this project. The secondary sweeping shall occur between 3 and 5 days after the initial chip seal installation. The sweeping of the chip sealed road shall occur as often as necessary to remove loose chips from the roadway. The Contractor shall be required to perform an additional sweeping immediately prior to the fog seal coat and each striping application.

Loose gravel signs shall remain on the roadway after chip sealing until such time as all sweeping has occurred, and the owner has approved their removal.

The use of any sweeper that causes damage to the chip seal coat shall not be permitted. The sweepers shall be self-propelled vacuum, regenerative air, or rear broom pick-up, with water spray bars to reduce dust. *Please see any notes in the Special Provisions that may restrict the use of specific sweeping equipment.* The Engineer shall determine which type of sweeper shall be used. If necessary, more than one type of sweeper shall be used. Sidewinder sweepers or brooms that windrow material and do not remove it shall not be used. A minimum of two (2) sweepers shall be used at all times. However, for roads receiving chip seal that are greater than 1 mile in total length, the Contractor shall provide at least one (1) additional pneumatic tire roller and one (1) additional broom over and above the standard minimum requirement of two (2) each. This will allow for less back-tracking of equipment during the chip seal process and insure that the rollers and sweepers can maintain a constant distance to the spreading equipment and not fall behind.

Completion of sweeping shall be evidenced by the absence of loose chips in gutters and driveways, and against extruded curbing. Special attention shall be required in sweeping driveways and under and around parked vehicles clear of loose chips. The Contractor shall be responsible for removal of all chips from sidewalks and other affected areas. The Contractor shall provide a sufficient number of sweepers (minimum two) to sweep all streets within 36 hours after spreading screenings (chips) for chip seal coat.

Method of Measurement:

Measurement for work under this section shall be made on a per square yard basis.

Basis for Payment:

The accepted quantity of single chip seal coat, measured as provided above, will be paid for at the contract unit price per square yard, and such price shall be full compensation for the work as prescribed and specified herein, complete and in place.

Pay Item:	**Pay Unit:**
Single Chip Seal Coat , CRS-2P	Square Yard (SY)

ADOT SECTION 704 - THERMOPLASTIC PAVEMENT MARKINGS

Description:

The work under this section shall be in accordance with Section 704 of ADOT Standard Specifications, as designated on the construction plans, and as modified herein.

Construction Requirements:

The work under this section shall be in accordance with Section 704-3 of ADOT Standard Specifications, as designated on the construction plans, and as modified herein.

Thermoplastic pavement markings shall only be applied at the final striping and marking application (Phase 2). For additional information see Section 708 of these technical specifications.

Method of Measurement:

Measurement for this section shall be made in accordance with Section 704-4 of the ADOT Standard Specifications.

Basis of Payment:

Payment for this item shall be made in accordance with Section 704-5 of the ADOT Standard Specifications.

Pay Item:	Pay Unit:
Thermoplastic Pavement Markings - White (4" equiv.)	Linear Feet (LF)
Thermoplastic Pavement Markings - Yellow (4" equiv.)	Linear Feet (LF)

ADOT SECTION 705 – PREFORMED PAVEMENT MARKINGS

Description:

The work under this section shall be in accordance with Section 705 of ADOT Standard Specifications and as modified herein.

This section shall consist of furnishing all materials, preparing the pavement surface and applying preformed reflectorized pavement marking tape, arrows and legends to the pavement as shown on the project plans.

Construction Requirements:

The work under this section shall be in accordance with Section 705-3 of ADOT Standard Specifications and as modified herein.

The Contractor shall install preformed pavement markings at the locations shown on the project plans.

Preformed pavement markings shall be Type I (permanent), as specified in Section 705-1, and shall not be applied until the final striping and marking application (Phase 2) see Section 708 of the Technical Specifications.

Method of Measurement:

Measurements for this item shall be made in accordance with Section 705-4 of the ADOT Standard Specifications.

Basis of Payment:

Payment for this item shall be made for EACH (Ea) basis which shall be full compensation for the item, complete and in place, including necessary pavement cleaning.

Pay Item:	Pay Unit:
Preformed Plastic Pavement Marking, "ONLY", Right Arrow, Left Arrow, and Merge Left Arrow (Per Plan).	Each (EA)

ADOT SECTION 708 - PERMANENT PAVEMENT MARKINGS

Description:

The work under this section shall be in accordance with Section 708 of ADOT Standard Specifications, as designated on the construction plans, and as modified herein.

Construction Requirements:

The Construction requirements for this section shall be in accordance with Section 708 of ADOT Standard Specifications and as modified herein. The Contractor and his surveyor will be responsible for re-establishing centerline for striping and for layout of all turn bays, islands, and turn lanes, and striping gaps. Striping information provided on the construction plans is intended to be used as guidance only.

The Contractor and his surveyor will be responsible for the re-establishment of all striping and pavement markings for the project limits as shown in the plans. Some minimal additional striping may be required as directed by the Engineer based upon existing conditions and vehicle tracking, and this will typical be performed during the final striping and marking installation. The existing pavement striping and markings shall be surveyed, as needed, prior to obliteration or overlay.

At no time shall traffic be allowed to traverse unmarked and undelineated portions of the roadway without temporary traffic control, reflective tabbing or striping and marking in place as approved by the Engineer.

For this project, Striping and marking of new pavements shall be done in two (2) separate phases as follows:

Phase 1 - As soon as possible (not to exceed 24 hours), the Contractor will be required to place the following Phase 1 permanent striping and markings per the striping plan.

1A) Center, channelization, edge, stop bar lines, and cross walk lines (which have been obliterated by the paving operation) – ADOT 708 (permanent)

Phase 2 – The Contractor will be required to return between 10 to 15 calendar days after the Phase 1 application to repaint all permanent striping, apply thermoplastic striping to all stop bars and cross walk lines, and install preformed pavement markings for ARROWS and LEGENDS (if any) as follows:

2A) Center, channelization, and edge lines – ADOT 708 (permanent)

3A) Stop Bars, Cross Walk Lines – See ADOT 704 (thermoplastic)

Waiting 10 to 15 calendar days will cover over tracking of the initial striping and reduce the effects of bleeding into the final striping.

The contractor is required to replace any existing retro reflective markers that are within the roadway to mark fire hydrants locations. Type BB reflectors per ADOT standard detail M-19 shall be used to replace existing reflectors. These retro reflectors are to be considered incidental to the project and the costs shall be absorbed into the respective bid item.

Method of Measurement:

Measurements for this item shall be made in accordance with Section 708-4 of the ADOT Standard Specifications. Quantities shall be calculated using 4" equivalent lengths.

Basis of Payment:

Payment for this item shall be made in accordance with Section 708-5 of the ADOT Standard Specifications. (Note that all pavement marking items for this project are listed below).

Pay Item:	Pay Unit:
Permanent Pavement Markings - Yellow (4" equiv.)	Linear Feet (LF)
Permanent Pavement Markings - White (4" equiv.)	Linear Feet (LF)

ADOT SECTION 901 - MOBILIZATION

Description:

The work under this section shall be in accordance with Section 901 of ADOT Standard Specifications, and as modified herein.

Construction Requirements:

The Construction requirements for this section shall be in accordance with Section 901 of ADOT Standard Specifications, and as modified herein.

Method of Measurement:

Measurement for work under this section shall be in accordance with Section 901-4 of the ADOT Standard Specifications.

Basis of Payment:

Payment for work under this section shall be in accordance with Section 901-5 of the ADOT Standard Specifications.

Pay Item:	Pay Unit:
Mobilization	Lump Sum (LS)

MAG SECTION 104 – WATERING & DUST CONTROL

Description:

The work under this section shall be in accordance with MAG Section 104 and as modified herein.

Construction Requirements:

The construction requirements for this section shall be in accordance with MAG Section 104 and as modified herein.

If in the opinion of the Owner's Engineer, the Contractor fails to keep the dust from his operation under control, the Owner's Engineer, by written order, may suspend construction operations until the situation is remedied. No time extension or additional costs will be allowed for this suspension.

Method of Measurement:

No measurement will be made for this item, as per MAG 104.

Basis of Payment:

No special payment will be made for this item and costs shall be absorbed within other bid items in this contract as per MAG 104.

MAG SECTION 333 - FOG SEAL COAT

Description:

The work under this section shall be in accordance with Section 333 of MAG Standard Specifications, as designated on the construction plans, and as modified herein.

Fog Seal Coat shall be applied to preserve the new surface treatment.

Construction Requirements:

The material to be used for Fog Seal Coat shall be CSS-1H or CQS-1H, diluted at a 1:1 ratio, and shall be applied at a rate of approximately 0.10 gallons per square yard, or as directed by the Owner's Engineer.

Contractor shall wait a minimum of 24 hours after surface seal placement before fog seal is applied, and ensure the application is installed the day after garbage /recycling pick-up days.

Method of Measurement:

Measurements for work under this section shall be per gallon, diluted.

Basis of Payment:

Payment for this section, measured as provided above, shall be paid for at the unit price per gallon of diluted material, which shall be full compensation for all costs of material, labor, tools and equipment necessary for Fog Seal Coat.

Pay Item:	Pay Unit:
Fog Seal Coat (0.1 GAL/SY)	Gallon (GAL)

MAG SECTION 401 - TRAFFIC CONTROL

Description:

The work under this section shall be in accordance with Section 401 of MAG Standard Specifications, as designated on the construction plans, and as modified herein

All Traffic Control shall be in accordance with MAG Section 401 and the **Manual on Uniform Traffic Control Devices, 2009 Edition (MUTCD)**, U.S. Department of Transportation, Federal Highway Administration, and all subsequent revisions thereto and as modified herein shall consist of furnishing, installing, maintaining, moving and removing barricades, warning signs, lights, signals, cones, and other traffic control devices, including construction of detour routes, flagging services and pilot trucks, to provide safe and efficient passage through and/or around the work for movement of traffic through construction zones and to protect workmen in or adjacent to the work zone. The requirements of the MUTCD shall be considered as the minimum standards for the protection of workmen and the traveling public. Pilot cars or flagmen with radio communication will be required to maintain at least one lane of traffic at all times, and distance between staging areas for pilot vehicle construction zone shall not be greater than 3 miles or not to exceed a maximum 15 minute delay.

Full closure of any of the affected roadways ***will not*** be permitted, and one lane for traffic shall remain open at all times.

It is important to note that flagging stations shall be required at all roadway access points entering the work zone (whether pilot vehicles are being utilized, or not), including but not limited to mainline roads, side roads, high volume forest service roads and commercial driveways. Furthermore, when pilot vehicles are utilized multi-use residential driveways shall have 'wait for pilot truck' signage.

Prior to the commencement of any construction operations by the Contractor, a Traffic Control Plan shall be submitted to the Owner's Engineer for approval. The Traffic Control Plan shall be submitted prior to the Notice to Proceed with construction; and shall specifically and graphically identify a proposed sequence of operations and a compatible method of maintaining traffic. Detailed plans of proposed detour routes shall be submitted to the Owner's Engineer as part of the Traffic Control Plan; and no detours shall be opened to traffic until approved by the Owner's Engineer. Additional site specific adjustments to traffic control will be required if deemed necessary by the Engineer.

The contractor will be required to have a designated full time traffic control foreman that has experience with the MUTCD, other than the project superintendent. The traffic control foreman will be responsible for the implementation and maintenance of all approved traffic control plans.

This traffic control work shall include individual residential and/or commercial notifications on this project. All residences and commercial businesses directly accessing the roadways included in this project, and including all the cul-de-sacs directly abutting project roadway segments, shall have individual flyers delivered by the Contractor, either by hand or to the doorknobs. The Contractor shall be responsible for additional notification of individual property occupants who are

expected to experience interruptions in the use of their driveways or parking limitations on the shoulder of the affected roadways. The Contractor shall provide such occupants with specific details as to the nature and remedies for these driveway and/or parking disruptions. The Engineer shall approve all public notification flyer/handouts. Flyers/handouts shall be distributed to affected occupants a minimum of seven (7) calendar days prior to the commencement of work in that specific area. At no time shall a resident's driveway access be restricted for more than four (4) hours on any occasion without prior written advance notice by the Contractor to both the County and the occupant. Vehicular access shall be maintained to developed properties at all possible times. During non-working hours, two lanes of traffic, one for each direction, shall be maintained. Costs for this work shall be included within the Traffic Control bid item.

Please see the Special provisions for any additions or modifications to this technical spec.

Method of Measurement:

MAG Section 401 shall be modified as follows:

Traffic control shall be measured as a lump sum item and shall include all items, materials, equipment, workmen, devices, facilities and work necessary to provide adequate traffic control and detours as specified in the Traffic Control Plan and as directed by the Owner's Engineer.

Basis of Payment:

No payment will be made under Traffic Control for each calendar day during which there are substantial deficiencies in compliance with the specification requirements of this section, as determined by the Owner's Engineer. The daily non-payment for deficiencies would be prorated over the contract time.

Traffic control, measured as provided above, will be paid for at the contract lump sum price, which shall be full compensation for furnishing, installing, maintaining and removing all devices and the labor, tools, equipment and incidentals necessary to complete the work.

Pay Item:	Pay Unit:
Traffic Control	Lump Sum (LS)

MICROSURFACING SPECIFICATION EMULSIFIED ASPHALT (POLYMER MODIFIED EMULSION) MINERAL AGGREGATE (TYPE II)

1 Description:

The work described herein shall consist of constructing micro-surfacing on an existing asphaltic concrete pavement surface. This specification covers the materials, equipment, and construction procedures for resurfacing and/or rut-filling of existing paved surfaces. The micro-surfacing shall be a mixture of mineral aggregate, polymer modified emulsified asphalt, mineral filler, water, and other additives, properly proportioned, mixed, and spread on the pavement surface in accordance with the specifications, and as directed by the Engineer.

The existing 90 mil extruded thermoplastic markings and preformed pavement markings in the micro-surfacing area shall be obliterated by approved methods and approved by the Engineer prior to paving. Obliteration shall be considered incidental to the installation of the micro-surface and is not an additional pay item.

The finished product shall be able to accept straight, rolling traffic within one hour after placement without damage; however, stopping and starting traffic, and adverse weather conditions, may require additional curing time.

The contractor shall supply all materials, labor, and equipment necessary to perform the micro surfacing work as described herein, or as directed by the Engineer.

The contractor shall provide a minimum two-hour orientation session for project personnel, covering the construction process, materials control, and materials measurement by true weight delivered versus machine dial readings.

The contractor shall provide to the Engineer, on a daily basis, the quantity of material delivered versus material placed through the micro-surfacing mixer based on dial gauge readings. The Engineer will independently verify all dial gauge readings, and weight of material delivered. This information will be used as a check against the mix design proportions.

All equipment, tools, and machines used in the performance of this work shall be maintained in satisfactory working condition at all times to ensure a high quality product.

References are made herein to the following nationally recognized organizations:

- AASHTO American Association of State Highway and Transportation Officials
- ASTM American Society for Testing and Materials
- ISSA International Slurry Surfacing Association

2 Materials:

2.1 General:

All materials shall be approved by the Engineer prior to the start of construction.

The Engineer reserves the right to sample and test any materials used on the project. All materials that do not meet specifications will be rejected.

Exact quantities of emulsified asphalt and dry mineral aggregate shall be determined by mix design, or as directed by the Engineer.

2.2 Emulsified Asphalt:

Polymer modified, cationic, quick setting (mixing grade) emulsified asphalt (CQS-1hP) shall be used. A minimum of 4% polymer solids, by total weight of polymer and asphalt residue, shall be added prior to the mill head. The type and amount of polymer solids used shall be certified by the supplier.

The polymer modified emulsified asphalt shall be preapproved and certified in accordance with Materials Policy and Procedure Directive (P.P.D.) No. 8, "Sampling, Testing, and Acceptance of Emulsified Bituminous Materials". As specified in P.P.D. No.8, two copies of the appropriate certificate (Certificate of Compliance or Certificate of Analysis), conforming to the requirements of Subsection 106.05 of the specifications, shall accompany each shipment (delivery unit) of emulsion to the project.

The polymer modified emulsified asphalt shall conform to the requirements of Table 2.

2.3 Mineral Aggregate:

There is no Department furnished source of aggregate material. The contractor shall provide a source in accordance with the requirements of Section 1001 of the specifications.

All sources of mineral aggregate must be approved in accordance with Section 1001 of the specifications. This includes the submission and approval of an environmental analysis prepared in accordance with Subsection 104.12 of the specifications.

The contractor or supplier shall furnish evidence that the aggregate source complies with the above requirements.

The mineral aggregate shall consist of sound, durable crushed stone or crushed gravel. The materials shall be free from vegetable matter and other deleterious substances. No natural sand will be allowed.

The application rate for mineral aggregate shall have the following modifications. The table below represents the target application rates for Type II and Type III micro-surfaces:

Microsurface Type	Application Rate Range (LB/SY)	No Payment Limits (LB/SY)	Target Application Rate (LB/SY)
Type II	22-26	<22 OR >26	24
Type III	28-37	<28 OR >37	32

TABLE 2
Polymer Modified Emulsified Asphalt (CQS-1hP)

TESTS ON EMULSION	TEST METHOD	SPECIFICATION LIMITS
Viscosity, Saybolt Furol seconds @ 77 F	AASHTO T-59	20- 100
Sieve Test, retained on No. 20,%	AASHTO T-59	0.10 Max (1)
Particle Charge	AASHTO T-59	Positive
Storage Stability Test, 24 hours, %	AASHTO T-59	1.0 Max
Percent Asphalt Residue by Evaporation	Arizona Test Method 512 (2)	60 Min
TESTS ON RESIDUE BY DISTILLATION AASHTO T-59 (350 °F Max.)	**TEST METHOD**	**SPECIFICATION LIMITS**
Kinematic Viscosity@ 275 °F, est	AASHTO T-201	650 Min
Penetration, 77 °F, 100 g, 5 seconds, 0.1 mm	AASHTO T-49	40-90
Softening Point, °F	AASHTO T-53	140 Min
Ductility, 77 °F, 5 cm/minute, cm	AASHTO T-51	60 Min
Elastic Recovery @ 77 F,%	AASHTO T-301 (3)	55 Min

(1) The maximum of 0.1 percent applies to the preapproval of emulsions in accordance with P.P.D. No. 8. A maximum of 0.3 percent is allowed for emulsions that are sampled at the project site.

(2) The percent of asphalt residue will be determined in accordance with the requirements of Arizona Test Method 512; however, in the case of dispute the percent of asphalt residue by distillation (AASHTO T 59, modified to 350 °F) will be used.

(3) Testing shall be performed on residue by distillation, not on residue by oven evaporation.

The gradation of the mineral aggregate shall be Type II; mineral aggregate meeting the requirements of Type II shall be used for rut-filling. The gradation of the mineral aggregate, when tested in accordance with the requirements of Arizona Test Method 201, shall conform to the requirements of Table 3.

TABLE 3			
SIEVE SIZE	PERCENT PASSING SIEVES		
	MIX DESIGN GRADING LIMITS		PRODUCTION TOLERANCES (See Note Below)
	TYPE II	TYPE III	
3/8 inch	100	100	±5
No.4	85-100	70-90	±5
No.8	65-90	45-70	±5
No. 16	45-70	28-50	±5
No. 30	30-50	19-34	±5
No. 50	18-30	12-25	±4
No. 100	10-21	7-18	±3
No. 200	5.0-15.0	5.0-15.0	± 3.0

Note:
The allowable tolerance during production will be determined by applying the production tolerances to the mix design target values. However, the allowable production tolerance shall not fall outside the mix design grading limits in this table.

The mineral aggregate shall conform to the requirements of Table 4 when tested in accordance with the applicable test methods.

TABLE 4 MINERAL AGGREGATE CHARACTERISTICS		
Characteristic	**Test Method**	**Requirement**
Sand Equivalent	AASHTO T 176 (After thoroughly sieving the sample, no additional cleaning of the fines from the plus No. 4 material is required.)	Minimum 60
Carbonates	Arizona Test Method 238	Maximum 20%
Abrasion	AASHTO T 96	500 Rev., Max. 40%
Fractured Coarse Aggregate Particles	Arizona Test Method 212	Minimum 95% (with at least one fractured face)
Uncompacted Void Content	Arizona Test Method 247	Minimum 45.0%

Tests on aggregates outlined in Table 4, other than abrasion, shall be performed on materials furnished for mix design purposes and composited to the mix design gradation. Abrasion testing shall be performed separately for each source of mineral aggregate. All sources shall meet the requirements for abrasion. If desired, abrasion testing may be performed utilizing the parent aggregate from each source. Historical abrasion values may be supplied on sources provided the testing was conducted within the past one year.

2.04 Mineral Filler:

Mineral filler, required by the mix design, shall be Type I or Type II Portland cement conforming to the requirements of ASTM C 150. The mineral filler shall be added by weight of dry aggregate as specified by the mix design. The source of Portland cement must be on the ADOT Approved Materials Source List, as referenced in Materials Policy and Procedure Directive (P.P.D.) No. 13, "Certification and Acceptance of Hydraulic Cements, Fly Ash, Natural Pozzolan, Silica Fume, and Lime".

2.05 Water:

The water used shall be free of any injurious impurities. Potable water obtained from public utility distribution lines will be acceptable. The contractor shall state the source of water.

2.06 Additives:

Additives may be used to accelerate or retard the breaking of the emulsified asphalt and the set time of the micro-surfacing mixture, or improve the resulting finished surface.

Appropriate additives, and their applicable use range, shall be specified in the mix design.

2.07 Mix Design:

The contractor shall provide a mix design which has been sealed, signed, and dated by a professional engineer experienced in the preparation of micro-surfacing mix designs and approved by the Engineer.

Compatibility of the aggregate, mineral filler, water, additives, and polymer modified emulsified asphalt shall be evaluated during the mix design process.

All the materials used in the mix design shall be representative of the materials proposed by the contractor for use on the project.

The mix design must be approved by the Engineer prior to the start of micro-surfacing production. After the mix design has been approved, no material substitution will be permitted unless approved by the Engineer.

In addition to the other requirements stated herein, the mix design shall conform to the requirements of Table 5.

TABLE 5		
PROPERTY	**TEST METHOD**	**REQUIREMENT**
Residual Asphalt Content	ASTM D 2172	6.0% - 11.5% by weight of dry aggregate
Mineral Filler	----	0.1% - 2.0% by weight of dry aggregate
Additive	----	As required for mix properties
Water	----	As required for mix properties
Mix Time @ 77° F	ISSA TB-113	Controllable to 120 seconds minimum
Wet Track Abrasion Loss (1 hour soak)	ISSA TB-100	50 g/ft^2 maximum
Wet Track Abrasion Loss (6 day soak)	ISSA TB-100	75 g/ft^2 maximum
Wet Stripping	ISSA TB-114	90% minimum
Wet Cohesion,@ 30 minutes minimum (Set)	ISSA TB-139	12 Kg/cm minimum
Wet Cohesion,@ 60 minutes minimum (Traffic)	ISSA TB-139	20 Kg/cm minimum
Loaded Wheel Sand Adhesion	ISSA TB-109	50 g/ft2 maximum
Classification Compatibility	ISSA TB-144	11 Grade Points minimum (AAA, BAA)
Lateral Displacement	ISSA TB-147	5% maximum
Specific Gravity after 1,000 cycles of 125 lb.	ISSA TB-147	2.10 maximum

The mix design shall include test results showing the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect) according to AASHTO T-19.

The mix design must show the recommended proportions of aggregate, mineral filler, water, additive(s), and emulsified asphalt; and how the proportions are based (dry aggregate weight, total mix, etc). The mix design must also show the allowable production tolerance for residual asphalt content.

3 Construction Requirements:

3.01 General:

All equipment, tools, and machines used in the application of micro-surfacing shall be maintained in satisfactory working condition at all times.

3.02 Proportioning Devices:

Individual volume or weight controls for proportioning mix components shall be provided and properly labeled. Proportioning devices shall be capable of determining the material output at any time.

The proportioning of emulsion, mineral filler, water, and additives shall be tied directly to aggregate flow.

3.03 Mixing Equipment:

The machine shall be specifically designed and manufactured to apply micro-surfacing. The material shall be mixed by an automatic-sequenced, self-propelled micro-surfacing mixing machine. It shall be a continuous-flow mixing unit that accurately delivers and proportions the mix components through a revolving multi-blade, double-shafted mixer. Sufficient storage capacity for all mix components is required to maintain an adequate supply to the proportioning controls.

The machine shall be a continuous-run machine capable of loading materials while continuing to apply micro-surfacing. The machine shall be equipped to provide the operator with full control of the forward and reverse speeds during application. It shall be equipped with opposite-side driver stations to assist in alignment. The self-loading device, opposite-side driver stations, and forward and reverse speed controls shall be of original-equipment-manufacturer design.

The machine shall be equipped with a water pressure system that provides a water spray immediately ahead of and outside the spreader box.

Truck mounted mixing machines are not allowed.

3.04 Spreading Equipment:

(A) General:

The mixture shall be agitated and spread uniformly in the surfacing box by means of twin-shafted paddles or spiral augers fixed in the spreader box. A front seal shall be provided to ensure no loss of the mixture at the road contact point. The rear seal shall act as a final strike-off and shall be adjustable. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved and a free flow of material is provided to the rear strike-off. The spreader box shall have suitable means provided to side shift the box to compensate for variations in the pavement geometry.

The spreading equipment shall be maintained free from buildup of the mixture on the paddles or side walls.

(B) Secondary Strike-Off:

A secondary strike-off shall be provided to improve surface texture. The secondary strike-off shall be adjustable to match the width of the spreader box and allow for varying pressures to control the surface texture.

(C) Rut-Filling Equipment:

When required, micro-surfacing material may be used to fill ruts or other depressions in the existing surface. Ruts shall be filled independently with a rut-filling box. Ruts may require multiple applications with the rut-filling box to restore the cross-section. All rut-filling material should cure under traffic for at least twenty-four hours before additional material is placed.

3.05 Calibration:

Each mixing unit to be used in the performance of the work shall be calibrated in the presence of the Engineer prior to the start of micro-surfacing production. Previous calibration documentation covering the exact materials to be used may be acceptable, provided that no more than 60 days have lapsed. The documentation shall include an individual calibration of each material at various settings that can be related to the machine metering devices. Any component replacement affecting material proportioning requires that the machine be recalibrated. No machine will be allowed to work on the project until the calibration has been completed and/or accepted. The ISSA Inspector's Manual describes a method that may be used for machine calibration.

3.06 Weather Limitations:

The micro-surfacing shall only be placed when there is no rain, the air temperature is at least 45°F, and the surface temperature is 50°F or higher. No micro-surfacing shall be applied when there is danger that the finished product will freeze before 24 hours. The mixture shall not be applied if weather conditions prolong opening to traffic beyond a reasonable time.

At any time, the Engineer may require that the work cease or that the work day be reduced in the event that weather conditions, either existing or expected, are anticipated to have an adverse effect upon the micro-surfacing.

3.07 Surface Preparation:

Immediately prior to applying the micro-surfacing, the surface shall be cleared of all loose material, dirt, vegetation, and other objectionable material. Any standard cleaning method will be acceptable. If water is used, cracks shall be allowed to dry thoroughly before applying micro-surfacing. The Engineer shall approve the surface preparation prior to surfacing.

3.08 Protection of Existing Features:

The contractor shall take all necessary precautions to prevent micro-surfacing or other materials used in the work from entering or adhering to manholes, value boxes, catch basins, etc. Immediately after surfacing, the contractor shall clean and leave any such items in a condition satisfactory to the Engineer.

3.09 Mixing and Application:

The micro-surfacing mixture shall be proportioned in accordance with the mix design.

The contractor shall determine the stockpile moisture content daily, and adjust the operation accordingly.

The micro-surfacing mixture shall be of the desired consistency when deposited in the spreader box and nothing more shall be added to it. The mixing time shall be sufficient to produce a complete and uniform coating of the aggregate. No lumps or unmixed aggregate shall be permitted. The mixture shall be discharged into the spreader box at a sufficient rate to maintain an ample supply across the full width of the spreader box at all times. Overloading of the spreader box shall be avoided.

The micro-surfacing mixture shall possess sufficient stability so that premature breaking of the emulsified asphalt in the spreader box will not occur. The mixture shall be homogeneous during and following mixing and spreading. It shall be free of excess water or emulsion, and free of segregation of the emulsion and aggregate fines from the coarser aggregate. Spraying of additional water into the spreader box is not allowed.

The surface of the existing pavement shall be pre-wetted by fogging with water ahead of the spreader box. Water used in pre-wetting the surface shall be applied such that the entire surface is damp with no apparent flowing water in front of the spreader box. The rate of application of the fog spray shall be adjusted as the ambient temperature, surface texture, humidity, and dryness of the pavement change.

The surface texture variation of the existing pavement throughout the work will dictate the actual spreading rates. The strike-off squeegee shall be adjusted to provide a micro-surfacing thickness which will completely fill the surface voids and provide an additional thickness not exceeding one and one-half times the largest top-size stone. The requirement for an additional thickness not exceeding one and one-half times the largest top-size stone does not apply to rut filling operations, as these depths may vary significantly due to the surface irregularities.

Two application passes are required. Pass One shall be used to fill ruts and level off undulations, and shall be applied at 25% of the standard application rate. Estimated time between Passes shall be 4 to 6 hours, as determined by the Engineer.

Any skips, lumps, or tears in the finished product will not be allowed.

3.10 Joints:

No excessive buildup, untreated areas, or unsightly appearance shall be permitted on

longitudinal or transverse joints. The contractor shall provide suitable width spreading equipment to produce a minimum number of longitudinal joints throughout the work. When possible, longitudinal joints shall be located within one foot of the center of a lane or within one foot of the centerline between two adjacent lanes. A four inch maximum overlap will be permitted on longitudinal joints. Partial width passes shall only be used when necessary and shall not be the last pass of any paved area. Longitudinal joints shall have no more than a 1/4-inch difference in elevation when measured by placing a 10-foot straight edge over the joint.

Care shall be taken to ensure straight lines along curbs and shoulders. No runoff on these areas will be permitted.

Construction joints shall be neat in appearance and shall be tapered or feathered to conform to the existing surfacing. All excess material shall be removed from the surface upon completion of each run.

3.11 Handwork:

Areas which cannot be accessed by the mixing machine shall be surfaced using hand squeegees to provide complete and uniform coverage. If necessary, the area to be hand worked shall be lightly dampened prior to mix placement. As much as possible, handwork shall exhibit the same finish as that applied by the spreader box.

3.12 Sampling and Testing Requirements:

Mineral aggregate shall be sampled in accordance with Arizona Test Method 105.

Prior to the start of micro-surfacing production, the Engineer shall obtain a representative sample of mineral aggregate for testing. The material shall be tested for gradation in accordance with Arizona Test Method 201, and shall conform to the production tolerances shown in Table 3. The sand equivalent, fractured coarse aggregate particles, and uncompacted void content shall conform to the requirements of Table 4. If the mineral aggregate does not meet these requirements, production shall not begin until the mineral aggregate is in compliance with these requirements.

For each 300 tons of mineral aggregate used in micro-surfacing production, the Engineer shall obtain a representative sample of mineral aggregate for gradation and moisture content testing. The material shall be tested for gradation in accordance with Arizona Test Method 201, and shall conform to the production tolerances shown in Table 3. Should testing indicate results not meeting these requirements, operations shall cease and the contractor shall have the option of providing a new mix design or correcting the deficiencies. The material shall be tested for moisture content in accordance with AASHTO T 265.

For each 600 tons of mineral aggregate used in micro-surfacing production, the Engineer shall obtain a representative sample of mineral aggregate for the determination of sand

equivalent, fractured coarse aggregate particles, and uncompacted void content. The material shall conform to the requirements of Table 4 for these test characteristics. Should testing indicate results not meeting these requirements, operations shall cease and the contractor shall have the option of providing a new mix design or correcting the deficiencies.

During micro-surfacing production, a representative sample of the emulsion shall be obtained for testing to determine the percent asphalt residue by evaporation. A sample shall be obtained, in accordance with Arizona Test Method 103, from each delivery unit of emulsion by the contractor and witnessed by the Engineer. The emulsion shall conform to the requirements of Table 2 for percent asphalt residue by evaporation.

Method of Measurement:

Measurement for work under this section shall be made on a per square yard basis. Areas requiring multiple applications will be measured for each application.

Basis of Payment:

The accepted quantity of Type II micro-surface application, measured as provided above, will be paid for at the contract unit price per square yard, and such price shall be full compensation for all surface preparation, mixing and application of materials, all labor, equipment, tools, cleaning, and incidentals necessary to complete the work as specified herein, complete and in place.

No direct measurement or payment will be made for water, additives, or mineral filler, the cost being considered as included in the contract item.

The cost for striping and markings will be compensated for under their respective bid items.

Pay Item:	**Pay Unit:**
Type II Microsurface	Square Yard (SY)

TECHNICAL SPECIFICATION - QUALITY CONTROL AND TESTING SUPPLEMENT

Description:

It shall be the responsibility of the Contractor to administer a Quality Control Plan, hereinafter referred to as "QCP", sufficient to assure a product meeting the requirements of these specifications. The QCP may be operated wholly or in part by a subcontractor or an independent organization, however, the administration of the QCP, including compliance with the QCP and its modifications, shall remain the responsibility of the Contractor. All quality control testing and certification shall be performed under the guidance of a Professional Engineer licensed in the State of Arizona. This Engineer must also be a bona fide employee of an ADOT approved materials testing laboratory.

The Contractor is required to provide and maintain a QCP, along with all personnel, equipment, supplies and facilities as necessary to obtain samples, perform tests, and otherwise assure the quality of the product.

The Contractor's Quality Control Engineer shall submit the QCP, to the Owner's Engineer for approval, a minimum of ten working days prior to the start of work.

The Contractor shall perform process control sampling, testing and inspection during all phases of the work and shall perform the process control sampling, testing and inspection at a rate sufficient to assure that the work conforms to the contract requirements and published technical specifications. Additional testing may be required in the technical specification for an item. The Contractor's Quality Control Engineer shall provide the Owner's Engineer a certification stating that all of the testing equipment to be used is properly calibrated and will meet the specifications applicable for the specified test procedures and random sampling. The Contractor's Quality Control Engineer shall certify the results of all tests performed and provide copies of the test results to the Owner's Engineer.

Elements of the Quality Control Plan:

The QCP shall address all elements which affect the quality of any material or aspect of the project, and includes, but is not limited to the quality of the subgrade, backfill materials aggregate base, cover material, asphalt products, asphalt emulsions, concrete, and asphaltic concrete, and shall include, but not be limited to the following:

A) Seal Coat
B) Asphalt Emulsions
C) Cover Material
D) Microsurfacing Aggregates

Testing Requirements:

All required testing shall be performed by the Contractor's Quality Control testing laboratory on materials and end products as required by the respective specification (MAG, ADOT, or otherwise specified) that is utilized for the material required in these contract documents. In instances when additional testing is required by the Owner, or when that testing requirement is not covered under the applicable specification referenced, modifications are included within these Contract Documents.

Testing frequencies, random sampling procedures, and testing methodologies shall be per the standard testing procedures within each respective specification or applicable testing manual or methods.

Acceptance:

Specifications are hereby modified to state that the tests used to determine acceptance will be performed by the materials testing laboratory employed by the Contractor under subcontract to perform the quality control testing for the project. All random sampling procedures and frequencies shall follow the most recent standard published specifications, and as modified by these contract documents.

Method of Measurement:

Measurement for work under this section shall be on a lump sum basis.

Basis of Payment:

Payment for work under this section, measured as provided above shall be paid for on a lump sum basis.

Pay Item:	Pay Unit:
Quality Control and Testing	Lump Sum (LS)

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, **2017,** by and between Yavapai County, Arizona, party of the first part, hereinafter designated the OWNER, and _____, INC., of the City/Town of Sun City, State of Arizona, party of the second part, hereinafter designated the CONTRACTOR.

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid him by the said Owner, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, and under the penalties expressed in the bond hereto attached, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish any and all plant materials, labor, construction equipment, services, and transportation required for performing all work for **CHIP SEAL (SUMMER – FY 2016/2017) IN YAVAPAI COUNTY, ARIZONA – PROJECT #1722008,** in accordance with the plans and these specifications, and to completely and totally construct the same and install the material herein for the Owner, in a good and workmanlike and substantial manner and to the satisfaction of the Owner through its Engineers and under the direction and supervision of the Engineer, or his properly authorized agents and strictly pursuant to and in conformity with the Specifications prepared by the Engineers for the Owner, and with such modifications of the same and other documents that may be made by the Owner through the Engineer, or his properly authorized agents, as provided herein.

ARTICLE II - CONTRACT DOCUMENTS: "Project Provisions and Specifications", "Proposal", "Surety Bid Bond", "Affidavit of Non-Collusion", "Subcontracting Certification", "Bid Schedule (Final)", "Labor and Materials Bond", "Performance Bond", plans, and addenda thereto, are by this reference made a part of this contract to the same extent as if set forth herein in full.

ARTICLE III - TIME OF COMPLETION: The Contractor further covenants and agrees, at his own proper cost and expense, to do all work and furnish all materials, labor, construction equipment, services and transportation for performing all of the work for construction of said improvements and to completely construct the same and install the material therein, as called for by this agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the Proposal.

Work on this project shall start within ten (10) calendar days after the starting date set forth in the "Notice to Proceed" and shall be completed within the following limits:

SCHEDULE:

For construction in the contract documents, the project shall be completed within **TWENTY-EIGHT (28) TEN-HOUR WORKING DAYS FROM THE DATE SPECIFIED IN THE NOTICE TO PROCEED.**

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Owner's Engineer, to complete the work to the satisfaction of the Owner's Engineer and within the aforesaid time limits, the Owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, an amount as fixed by the following schedule:

WORK ITEM	LIQUIDATED DAMAGES
All work not complete within the above specified time.	PER MAG SPECIFICATIONS

If no money shall be due the Contractor, the Owner shall have a cause of action to recover against the Contractor in a court of competent jurisdiction, liquidated damages as fixed by the above schedule; said deduction to be made, or said sum to be recovered, not as a penalty, but as liquidated damages; provided, however, that upon receipt of written notice from the Contractor, of the existence of causes, as herein provided, over which said Contractor has no control and which must delay the completion of the said work or any delay occasioned by the Owner, the Owner's Engineer may extend the period hereinafter specified for the completion of said work in accordance with the specifications and in such case, the Contractor shall become liable for said liquidated damages for delays commencing from date said extension period shall expire.

ARTICLE IV – COMPLIANCE WITH IMMIGRATION LAWS: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. §23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

Contractor agrees and warrants that Owner shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws. Contractor agrees that any act by the Contractor or subcontractor that result in the impediment or denial of access of the books and records of Contractors or subcontractor shall be a material breach of the Contract on the part of the Contractor.

Nothing herein shall make Contractor or subcontractor an agent or employee of the Owner. Nothing herein shall act to establish privity of contract between the Owner and any subcontractor. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, subject to Owner approval as soon as possible so as not to delay project completion. Contractor shall advise each subcontractor of Owner's rights, and the Subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. §23-214 (A). Subcontractor further agrees that Owner may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

ARTICLE V - CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511.

ARTICLE VI - PAYMENTS: The Contractor shall make an estimate of the work performed during the preceding month and submit the same to the Engineer for checking. On or before twenty (20) days after the certified and approved estimate of the work is received by the Owner, the Owner shall pay to the Contractor ninety percent (90%) of the value of said work in place, as approved by the Owner's Engineer. The balance of ten percent (10%) of the estimate shall be retained by the Owner until the time of final payment and acceptance of said work, as per A.R.S. §34-221.

In addition, when the contract is fifty percent completed, one half of the amount retained including any securities substituted under paragraph five of A.R.S. §34-221, shall be paid to the Contractor upon the Contractor's written request provided the Contractor is making satisfactory progress on the Contract and there is no specific cause or claim requiring a greater amount to be retained. After the Contract is fifty per cent completed, no more than five percent of the amount of any subsequent progress payments made under the Contract may be retained providing the Contractor is making satisfactory progress on the project, except that if at any time the owner determines satisfactory progress is not made ten percent retention shall be reinstated for all progress payments made under the Contract subsequent to the determination, all in accordance with A.R.S. §34-221.

IN WITNESS WHEREOF, two (2) identical counterparts of this contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

In return for the performance of this Contract by the Contractor, the Owner agrees to pay the amount of _____ through a payment schedule as described in the Contract documents and as may be modified and executed by change orders and by final quantities. Contractor understands that Yavapai County has established an Electronic Funds Transfer (EFT) program for all payments to providers of goods and services to the County and agrees to accept EFT payments in full satisfaction of the County's payment obligations pursuant to this Contract. Contractor further agrees to register for the County's EFT program within one month following the effective date of this Contract and understands that failure to comply with

this registration requirement shall result in suspension of payments pursuant to this Contract until such time as the registration process is completed.

The Contractor agrees that this contract, as awarded, is for the following work, and understands that payment for the total work will be made on the basis of the indicated amount(s), as bid in the Proposal and attached Bidding Schedule for **CHIP SEAL (SUMMER – FY 2016/2017) IN YAVAPAI COUNTY, ARIZONA – PROJECT #1722008.**

The Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. §35-393.01. Violation of this certification by Contractor may result in action by Owner up to and including termination of this Contract.

YAVAPAI COUNTY

ATTEST:

_____
Clerk, Board of Supervisors

_____
Thomas Thurman
Chairman, Board of Supervisors

CONTRACTOR

By:_____
Signature and Title

CONTRACT PERFORMANCE WARRANTY

I, _____, representing _____, do hereby warrant and guarantee the work performed for **CHIP SEAL (SUMMER - FY 2016/2017) IN YAVAPAI COUNTY, ARIZONA; PROJECT #1722008**, for a period of two years from completion of said work.

Said work shall be performed in a professional and workmanlike manner, consistent with industry standards and the contract documents, and shall be free from defects which would cause the work not to perform in its intended manner until [date].

_____ _____

(Officer, Partner, Owner) Date

STATUTORY LABOR AND MATERIALS BOND

PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That, _____

_____, (hereinafter called the Principal), as Principal,

and _____
(hereinafter called Surety), a corporation duly organized and existing the laws of the State of _____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Yavapai County (hereinafter called the Obligee) in the amount of (100% of Contract Amount)_____ dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for **CHIP SEAL (SUMMER – FY 2016/2017) IN YAVAPAI COUNTY, ARIZONA; PROJECT #1722008,** which contract is hereby referred to and made a part hereof, as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if they were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20 _____.

_____
Principal Seal

_____
Surety Seal

_____
Agency of Record

_____
Arizona Countersignature

_____
Address

_____
Phone Number

_____
By:

_____
By:

_____
Agency Address

STATUTORY PERFORMANCE BOND

PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That, _____

_____, (hereinafter called the Principal), as Principal,

and _____
(hereinafter called Surety), a corporation duly organized and existing the laws of the State of _____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Yavapai County (hereinafter
called the Obligee) in the amount of (100% OF CONTRACT AMOUNT)_____
dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for **CHIP SEAL (SUMMER – FY 2016/2017) IN YAVAPAI COUNTY, ARIZONA; PROJECT #1722008**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, to the same extent as if they were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorney fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20 _____.

_____
Principal Seal

_____
Surety Seal

_____
Agency of Record

_____
Arizona Countersignature

_____
Address

_____
Phone Number

_____
By:

_____
By:

_____
Agency Address

APPLICATION AND CERTIFICATE FOR PAYMENT **SAMPLE**

TO: (OWNER)
YAVAPAI COUNTY
BOARD OF SUPERVISORS
1100 Commerce Drive
Prescott, Arizona 86305

FROM: (CONTRACTOR)

PROJECT # & LOCATION:

APPLICATION / INVOICE #: DATE:

CONTRACT DATE: BILLING PERIOD:

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner TOTAL		**ADDITIONS**	**DEDUCTIONS**
Approved this month			
C.O. #	**Date**		
TOTALS			
Net Change By Change Orders : $			

The undersigned Contractor certifies that to the best of the Contractor=s knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for sub-contractors for work which previous Certificates for Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

Application is made for Payment, as shown, in connection with the Contract.
(Continuation sheet is attached)

1. ORIGINAL CONTRACT AMOUNT _____
2. Net change by Change Orders _____
3. CONTRACT AMOUNT TO DATE (Line 1 ∀ 2) _____
4. TOTAL COMPLETED AND STORED TO DATE _____
5. RETAINAGE 10% _____ 5% _____
5A. ADD RETAINAGE RELEASE @50% COMPLETION _____
TOTAL RETAINAGE _____
Securities in Lieu of Retention to be Posted _____
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) _____
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) _____
8. CURRENT PAYMENT DUE _____
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6) _____

AUTHORIZATION FOR PAYMENT

Public Works Director:_____ Date:_____

Project Engineer:_____ Date:_____

Project Manager_____ Date:_____

Processed By:_____ Date:_____

_____ _____
Contractor Date

State of : Arizona **County of:** Yavapai

Subscribed and sworn to before me this _____ day of _____ 20 ___

Notary Public:_____

My commission expires:_____ ***SEAL***

YAVAPAI COUNTY
PROGRESS PAYMENT # _____

SAMPLE

PROJECT:

CONTRACTOR:

Item #	Description	Bid Qty	Type	Unit Bid Price	Contract Amount	Approved Change Order Qty (**Note)	Approved Change Order Amount	Total Prior Quantity	Quantities Current	Quantities to Date	Cost Current	Cost to Date	% Complete
101	Excavation	394	CY	10.00	3,940.00			97.0	100.	197.0	$1,000.00	$1,970.00	50%
102	Removals	1	LS	5,000.00	5,000.00				1.0	1.0	$5,000.00	$5,100.00	100%
	Totals				$8,940.00						$6,000.00	$7,070.00	79%

**** Any overages/reductions in quantities must be submitted on official change order request document for approval from the Project Management Director. Change Orders <u>will not</u> be processed for payment until approval from the Yavapai County Project Manager followed by official approval from the Yavapai County Board of Supervisors is obtained.**

Project Name/Description (Contractor Name) — SAMPLE

Change Order Request Form

Item	Description	Qty	Type	Unit	Contract Amount	Qty CO #1	CO #1($)	Qty CO #2	CO #2 ($)	Total Qty CO	Total CO ($)	Revised Contract
1	Traffic Control	1	LS	4,000.00	4,000.00		0.00		0.00	0.0	0.00	4,000.00
2	Excavation	394	CY	10.00	3,940.00		0.00	200.0	2,000.00	200.0	2,000.00	5,940.00
3	Removals	1	LS	5,000.00	5,000.00		0.00		0.00	0.0	0.00	5,000.00
4	Relocate Valve Boxes	3	Ea	800.00	2,400.00		0.00		0.00	0.0	0.00	2,400.00
5	Install New Curb/Gutter	432	LF	15.00	6,480.00	279.5	4,192.50		0.00	279.5	4,192.50	10,672.50
6	Install New Embankment/Spill	2	Ea	1,500.00	3,000.00		0.00		0.00	0.0	0.00	3,000.00
7	Rip Rap D50=4"	11	CY	150.00	1,650.00		0.00		0.00	0.0	0.00	1,650.00
8	Filter Fabric	70	SY	1.50	105.00		0.00		0.00	0.0	0.00	105.00
9	Aggreagte Base 7"	474	CY	22.00	10,428.00		0.00		0.00	0.0	0.00	10,428.00
10	Install New Catch Basin	1	Ea	3,500.00	3,500.00		0.00		0.00	0.0	0.00	3,500.00
11	Asphalt Concrete 61/2"	450	TN	45.00	20,250.00	123.0	5,532.75		0.00	123.0	5,532.75	25,782.75
12	Sawcut	590	LF	2.00	1,180.00		0.00	-590.0	-1,180.00	-590.0	-1,180.00	0.00
13	Signing	1	LS	2,500.00	2,500.00		0.00		0.00	0.0	0.00	2,500.00
14	Pvmt Stripe (4" Yellow)	1125	LF	0.30	337.50		0.00		0.00	0.0	0.00	337.50
15	Pvmt Stripe (4" White)	1225	LF	0.30	367.50		0.00	-100.0	-30.00	-100.0	-30.00	337.50
16	New 4" PVC Conduit	80	LF	16.00	1,280.00		0.00		0.00	0.0	0.00	1,280.00
17	New Pull Box No.7	2	Ea	350.00	700.00		0.00		0.00	0.0	0.00	700.00
18	Pavement Marking	8	Ea	350.00	2,800.00		0.00		0.00	0.0	0.00	2,800.00
19	Quality Control/Testing	1	LS	2,300.00	2,300.00		0.00		0.00	0.0	0.00	2,300.00
20	24" CMP (Plus Elbows)	24	LF	75.00	1,800.00		0.00		0.00	0.0	0.00	1,800.00
21	Construction Staking	1	LS	2,500.00	2,500.00		0.00		0.00	0.0	0.00	2,500.00
22	Fog Seal	150	Gal	8.00	1,200.00		0.00		0.00	0.0	0.00	1,200.00
												88,233.25
	Total Contract Amount				77,718.00							
	Total Change Orders						9,725.25		790.00		10,515.25	
	Total Revised Contract						**87,443.25**		**88,233.25**		**88,233.25**	

Submitted By / Date: _____

Reason for Increase/Decrease: _____

(Use Separate Page if Necessary)

Approved By / Date: _____

Project Name/Description (Contractor Name)

Change Order Request Form

Item	Description	Qty	Type	Unit	Contract Amount	Qty CO #1	CO #1($)	Qty CO #2	CO #2 ($)	Total Qty CO	Total CO ($)	Revised Contract
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
21												
22												
												0.00
	Total Contract Amount				0.00							
	Total Change Orders						0.00		0.00		0.00	
	Total Revised Contract						**0.00**		**0.00**		**0.00**	

Submitted By / Date: _____

Reason for Increase/Decrease: _____

(Use Separate Page if Necessary)

Approved By / Date: _____

BID TABULATION

CHIP SEAL (SUMMER - FY 2016/2017) PROJECT IN YAVAPAI COUNTY, ARIZONA - PROJECT #1722008

				Engineer's Estimate		Asphalt Paving & Supply, Inc.		Cactus Asphalt		Cholla Pavement Maintenance, Inc.	
Item No.	Description	Quantity	Unit	Unit	Total	Unit	Total	Unit	Total	Unit	Total
1	SINGLE CHIP SEAL COAT, CRS-2P	417,710	SY	$ 1.50	$ 626,565.00	$ 1.70	$ 710,107.00	$ 2.00	$ 835,420.00	$ 2.04	$ 852,128.40
2	DOUBLE CHIP SEAL COAT, CRS-2P	20,133	SY	$ 3.00	$ 60,399.00	$ 4.00	$ 80,532.00	$ 4.40	$ 88,585.20	$ 5.18	$ 104,288.94
3	MICROSURFACE	87,378	SY	$ 2.75	$ 240,289.50	$ 2.75	$ 240,289.50	$ 2.85	$ 249,027.30	$ 2.35	$ 205,338.30
4	FOG SEAL COAT (0.1 GAL/SY)	57,711	GAL	$ 1.33	$ 76,755.63	$ 1.40	$ 80,795.40	$ 1.75	$ 100,994.25	$ 0.30	$ 17,313.30
5	PERMANENT PAVEMENT MARKINGS - YELLOW (4" EQUIV.)	254,306	LF	$ 0.10	$ 25,430.60	$ 0.07	$ 17,801.42	$ 0.08	$ 20,344.48	$ 0.08	$ 20,344.48
6	PERMANENT PAVEMENT MARKINGS - WHITE (4" EQUIV.)	187,087	LF	$ 0.10	$ 18,708.70	$ 0.07	$ 13,096.09	$ 0.09	$ 16,837.83	$ 0.08	$ 14,966.96
7	THERMOPLASTIC PAVEMENT MARKINGS - WHITE (4" EQUIV.)	4,991	LF	$ 1.50	$ 7,486.50	$ 0.60	$ 2,994.60	$ 0.79	$ 3,942.89	$ 0.66	$ 3,294.06
8	THERMOPLASTIC PAVEMENT MARKINGS - YELLOW (4" EQUIV.)	2,688	LF	$ 1.50	$ 4,032.00	$ 0.75	$ 2,016.00	$ 0.96	$ 2,580.48	$ 0.08	$ 215.04
9	PREFORMED PAVEMENT MARKINGS - WHITE (TURN ARROWS,"ONLY", ETC.)	51	EA	$ 105.00	$ 5,355.00	$ 200.00	$ 10,200.00	$ 105.00	$ 5,355.00	$ 88.00	$ 4,488.00
10	MOBILIZATION	1	LS	$ 35,000.00	$ 35,000.00	$ 32,667.98	$ 32,667.98	$ 91,000.00	$ 91,000.00	$ 50,000.00	$ 50,000.00
11	QUALITY CONTROL AND TESTING	1	LS	$ 35,000.00	$ 35,000.00	$ 2,500.00	$ 2,500.00	$ 33,000.00	$ 33,000.00	$ 13,500.00	$ 13,500.00
12	TRAFFIC CONTROL	1	LS	$ 50,000.00	$ 50,000.00	$ 90,000.00	$ 90,000.00	$ 118,000.00	$ 118,000.00	$ 102,000.00	$ 102,000.00
13	FORCE ACCOUNT	1	LS	$ 110,000.00	$ 110,000.00	$ 110,000.00	$ 110,000.00	$ 110,000.00	$ 110,000.00	$ 110,000.00	$ 110,000.00
TOTAL BID AMOUNT				$	1,295,021.93	$	1,392,999.99	$	1,675,087.43	$	1,497,877.48

CORRECTED

PRE-BID MEETING (NOT MANDATORY): April 25, 2017, 11:00 a.m.
YAVAPAI COUNTY PUBLIC WORKS –READY ROOM

CHIP SEAL (SUMMER – FY 2016/2017) IN YAVAPAI COUNTY, ARIZONA; PROJECT #1722008

NAME	ORGANIZATION	PHONE	FAX	E-MAIL ADDRESS
Greg Erks	VSSI	480-940-9690	480-941-0766	greg.erks@sloan.com
Joe Leverone	Cactus Asphalt	602 688-0449	623 907-2900	jleverone@cactusasphalt.com
Don Milner	Graham Contrs	4082180669	4082939516	chipper don@gmail.com
Gary Mooney	C Holly Pavement	4082939516 480-893-1044	480-893-1064	gary@cholly pavement.com
CHRIS Fogerty	Asphalt Paving & Supply	(928) 772-6363	(928) 772-7313	Cfogerty@nicnd.com
Chris Steele	YCPW	928 771 3183		chris.steele@yavapai.us
MARYAN SALA	YCPW	928.771.3183	928.771.3167	maryan.sala@yavapai.us
BERT MILLER	YCPW	928.771.3183		bert.miller@yavapai.us
Nick Hall	YCPW	928-771-3183		nicholas.hall@yavapai.us

PROPOSAL

TO THE COUNTY OF YAVAPAI:

Gentlemen:

The following Proposal is made for **CHIP SEAL (SUMMER – FY 2016/2017) IN YAVAPAI COUNTY, ARIZONA; PROJECT #1722008,** in the County of Yavapai in the State of Arizona.

The following Proposal is made on behalf of Asphalt Paving & Supply, Inc (Company Name) and no others. The Proposal is in all respects fair and is made without collusion on the part of any person, firm or corporation mentioned above, and no member or employee of the County of Yavapai is personally or financially interested, directly or indirectly, in the Proposal, or in any purchase or sale of any materials or supplies for the work to which it relates, or in any portion of the profits thereof.

The undersigned certifies that the approved Plans, Standard Specifications, Special Provisions and forms of Contract and Bond authorized by the County of Yavapai and constituting essential parts of this Proposal, have been carefully examined, and also that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Specifications, General Provisions, Special Provisions, or conditions to be overcome, be plead. On the basis of Plans, Specifications, Special Provisions, each Addendum (if any) and the forms of Contract and Bond proposed for use, the undersigned proposes to furnish all the necessary equipment, materials, machinery, tools, apparatus, and other means of construction, and labor, to do all the work in the manner specified and to finish the entire project within the time hereinafter proposed, and to accept, as full compensation therefor, the sum of the various products obtained by multiplying each unit price, herein bid for the work or materials on the attached Bidding Schedule, by the quantity thereof actually incorporated in the complete project, as determined by the County Engineer. The undersigned understands that the quantities mentioned herein are approximate only and are subject to increase or decrease and hereby proposes to perform all quantities of work as either increased or decreased, in accordance with the provisions of the Specifications, at the unit price bid in the attached Bidding Schedule.

The undersigned further understands that past performance on County projects or other public projects will be evaluated in awarding contracts, and the County may decide to award to a contractor who is ***not*** the low bidder.

The undersigned further proposes to perform all extra work that may be required on the basis provided in the Specifications and to give such work personal attention and to secure economical performance.

The undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bond within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin the work as specified in the contract attached hereto, and to complete the work on or before **TWENTY-EIGHT (28) TEN-HOUR WORKING DAYS FROM THE DATE SPECIFIED IN THE NOTICE TO PROCEED,** and maintain at all times a Labor and Materials Bond and a Performance Bond, approved by the County Engineer, in an amount equal to one hundred (100) percent of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Standard Specifications and Special Provisions fulfilled.

A Proposal Guaranty in the amount and character named in the Call for Bids is enclosed amounting to not less than ten (10) percent of the total bid, which Proposal Guaranty is submitted as a guaranty of the good faith of the bidder and that the bidder will enter into written contract, as provided, to do the work, if successful in securing the award thereof, and it is hereby agreed that if at any time other than as provided in the Proposal requirements and conditions the undersigned should withdraw this Proposal, or if the Proposal is accepted and there should be failure on the part of the undersigned to execute the Contract and furnish satisfactory Bond as herein provided, the County of Yavapai, in either of such events, shall be entitled and is hereby given the right to retain the said Proposal Guaranty as liquidated damages.

DEVIATIONS FROM COUNTY SPECIFICATIONS MAY RESULT IN REJECTION OF BID

If by a Corporation:

(Seal)

Corporate Name: Asphalt Paving & Supply, Inc.

Corporate Address: 2425 N. Glassford Hill Rd. Prescott Valley, AZ 86314

Incorporated under the laws of the State of: Arizona

By (Signature): _____ Date: May 4, 2017

President: Mike McCormick

Secretary: Greg McCormick

Treasurer: Greg McCormick

If by a Firm or Partnership:

Firm or Partnership Name:_____

Firm or Partnership Address:_____

By (Signature):_____ Date:_____

Name and Address of Each Member:_____

_____

_____

_____

_____

If by an Individual:

Signature:_____ Date:_____

YAVAPAI COUNTY

SURETY (BID) BOND

(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Asphalt Paving & Supply, Inc.

2425 N. Glassford Hill Road, Prescott Valley, AZ 86314, as Principal, hereinafter called the Principal, and

Western Surety Company, 333 S. Wabash - Floor 41, Chicago, IL 60604

a corporation duly organized under the laws of the State of South Dakota,

as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto the County of Yavapai, as Obligee, hereinafter called the Obligee, in the sum of Ten Percent (10%) of the amount bid, submitted by Principal to the County of Yavapai for the work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its proposal for:

CHIP SEAL (SUMMER – FY 2016/2017) IN YAVAPAI COUNTY, ARIZONA; PROJECT #1722008

NOW THEREFORE, if the Obligee, acting by and through its Board of Supervisors, shall accept the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of ARS §34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals: May 4, 2017

Asphalt Paving & Supply, Inc.
Principal

By

PRESIDENT
Title

Western Surety Company
Surety

By Attorney-in-Fact Jeri M. Frederick

3600 American Blvd W., #500, Bloomington, MN 55431
Address, Attorney-in-Fact

Subscribed and sworn to before me
this 4th day of May 20 17
My commission expires: January 31, 2020

Notary Public

CAROL A WEBER
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 01/31/20

CORPORATE ACKNOWLEDGMENT

STATE OF ARIZONA

COUNTY OF YAVAPAI

On this 4th day of May, 2017 before me personally appeared Mike McCormick to me known, who being by me duly sworn, that he/she is the President of the **Asphalt Paving and Supply, Inc.** the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

BELINDA GIBSON
Notary Public - Arizona
Yavapai County
My Comm. Expires Dec 13, 2019

Notary Public Belinda Gibson
(Notary Seal)

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA

COUNTY OF HENNEPIN

On this 4th day of May, 2017 before me appeared Jeri M. Frederick to be known, who being by me duly sworn, did say that she is the aforesaid Attorney-in-Fact of the **Western Surety Company**, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

Notary Public, Carol A Weber
(Notary Seal)

CAROL A WEBER
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 01/31/20

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Mark A Gresser, Tony D Becker, David J Howard, Anita M Ficker, Michael B Baumann, Jeri M Frederick, Carol A Weber, Christina Gresser, Stacey Gohl, Jennifer L Lorang, Individually

of Bloomington, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of December, 2016.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 6th day of December, 2016, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021

J. MOHR
NOTARY PUBLIC SOUTH DAKOTA

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 4th day of May, 2017.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

AFFIDAVIT BY CONTRACTOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF: YAVAPAI)

MIKE MCCORMICK
(Name of Individual)
being first duly sworn, deposes and says:

That he is PRESIDENT
(Title)
of ASPHALT PAVING & SUPPLY, INC. and
(Name of Business)

That he is properly prequalified by the County of Yavapai for bidding on project

CHIP SEAL (SUMMER – FY 2016/2017) IN YAVAPAI COUNTY, ARIZONA; PROJECT #1722008, and

That he certifies as follows:

That neither he nor anyone associated with the said

ASPHALT PAVING & SUPPLY, INC.
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.

ASPHALT PAVING & SUPPLY, INC
Name of Business

By

PRESIDENT
Title

Subscribed and sworn to before me this 4th day of May, 2017.

Belinda Gibson
Notary Public

My Commission expires: 12-13-2019

BELINDA GIBSON
Notary Public - Arizona
Yavapai County
My Comm. Expires Dec 13, 2019

SUBCONTRACTING CERTIFICATION

At the time of the submission of bids for **CHIP SEAL (SUMMER – FY 2016/2017) IN YAVAPAI COUNTY, ARIZONA; PROJECT #1722008,** my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that the subcontractors are identified below, and any documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions will be made available upon request. This document must be completed and submitted with your bid.

_____ It is not my intention to subcontract a portion of the work.

_✓_ It is my intention to subcontract a portion of the work using the following subcontractors. (List company name and business address of each specialty subcontractor. Only one name shall be listed for each category. Use a second page if necessary.)

(1) Southwest Slurry Seal, Inc.
22855 N. 21st Ave
Phoenix, AZ 85027

(2) Traffic Safety Inc
8901 Laredo Dr
Prescott Valley, AZ 86314

(3) Swept Away, LLC
9252 E. Long Mesa Dr Ste A
Prescott Valley, AZ 86314

(4) Materials Testing Inc.
6750 Inter-Cal Way Ste C/D
Prescott, AZ 86301

ASPHALT PAVING & SUPPLY, INC
Name of Firm

PRESIDENT
By: (Signature/Title)

MAY 4, 2017
Date

BID SCHEDULE

CHIP SEAL (SUMMER – FY 2016/2017) IN YAVAPAI COUNTY, ARIZONA PROJECT #1722008

1. Yavapai County Engineering Department hereby requests the services of a licensed contractor for **CHIP SEAL (SUMMER – FY 2016/2017) IN YAVAPAI COUNTY, ARIZONA; PROJECT #1722008,** in accordance with the attached plans and these specifications.

2. All bids shall be on this form and signed by the owner or his legally authorized and binding representative. The low bidder will be required to sign a legally binding contract to perform the requested work at the price quoted.

3. The Contractor shall provide all Quality Control Testing and certification for the project. Yavapai County shall provide Quality Assurance Testing and inspection for the project.

4. The unit prices submitted shall include all costs to produce the required finished product and shall also include but not be limited to fees, taxes, fines, permits, royalties, testing and quality control, oils, admixtures, insurance, bonding and any other costs incidental to this project.

5. A Bid Bond will be required in the amount of 10% of the total amount bid. A Performance Bond will be required in the amount of 100% of the total amount bid. A Payment Bond will be required in the amount of 100% of the total amount bid.

The successful bidder will be determined on the basis of the bid submitted for **CHIP SEAL (SUMMER – FY 2016/2017) IN YAVAPAI COUNTY, ARIZONA; PROJECT #1722008.**

The following quantities are approximate. Payment will be based in field measured quantities.

The following bid shall be valid for a period of Sixty (60) days.

I, MIKE McCORMICK, representing ASPHALT PAVING & SUPPLY, INC.
Company Name, 2425 N. GRASSFORD HILL RD PRESCOTT VALLEY, AZ 86314 Address and Phone Number, 192405 CLASS A Contractor's License Number, do hereby submit the following bid for **CHIP SEAL (SUMMER – FY 2016/2017) IN YAVAPAI COUNTY, ARIZONA; PROJECT #1722008.**

Signed

MAY 4, 2017
Date

BID SCHEDULE

CHIP SEAL (SUMMER – FY 2016/2017) IN YAVAPAI COUNTY, ARIZONA
PROJECT #1722008

No.	Description	Quantity/ Unit	Unit Price	Total Amount Bid
1	SINGLE CHIP SEAL COAT, CRS-2P	417,710/SY	1.70	710,107.00
2	DOUBLE CHIP SEAL COAT, CRS-2P	20,133/SY	4.00	80,532.00
3	MICROSURFACE	87,378/SY	2.75	240,289.50
4	FOG SEAL COAT (0.1 GAL/SY)	57,711/GAL	1.40	80,795.40
5	PERMANENT PAVEMENT MARKINGS - YELLOW (4" EQUIV.)	254,306/FT	0.07	17,801.42
6	PERMANENT PAVEMENT MARKINGS - WHITE (4" EQUIV.)	187,087/FT	0.07	13,096.09
7	THERMOPLASTIC PAVEMENT MARKINGS - WHITE (4" EQUIV.)	4,991/FT	0.60	2,994.60
8	THERMOPLASTIC PAVEMENT MARKINGS - YELLOW (4" EQUIV.)	2,688/FT	0.75	2,016.00
9	PREFORMED PAVEMENT MARKINGS - WHITE (TURN ARROWS,"ONLY", ETC.)	51/EA	200.00	10,200.00
10	MOBILIZATION	1/LS	32,667.98	32,667.98
11	QUALITY CONTROL AND TESTING	1/LS	2,500.00	2,500.00
12	TRAFFIC CONTROL	1/LS	90,000.00	90,000.00
13	FORCE ACCOUNT	1/LS	$110,000.00	$110,000.00
TOTAL AMOUNT BID				1,392,999.99

TOTAL AMOUNT BID – (in words):

One million three hundred ninty two thousand nine hundred ninty nine dollars and ninty nine cents

FIRM
BY: [signature]
TITLE: President

Bond Number: 30011377

AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)
Asphalt Paving & Supply, Inc.
2425 N. Glassford Hill Road
Prescott Valley, AZ 86314

SURETY:
(Name, legal status and principal place of business)
Western Surety Company
333 S. Wabash - Floor 41
Chicago, IL 60604

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

OWNER:
(Name, legal status and address)
Yavapai County
Public Works Department
1100 Commerce Drive
Prescott, AZ 86305

CONSTRUCTION CONTRACT
Date: May 17, 2017

Amount: $1,392,999.99

Description: *(Name and location)* Chip Seal (Summer - FY 2016/2017) in Yavapai County, AZ Project #1722008

BOND
Date: May 22, 2017
(Not earlier than Construction Contract Date)

Amount: $1,392,999.99

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: Asphalt Paving & Supply, Inc. *(Corporate Seal)*

Signature:
Name and Title: MIKE FITZGERALD PRESIDENT

SURETY
Company: Western Surety Company *(Corporate Seal)*

Signature:
Name and Title: Jeri M. Frederick, Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Arthur J. Gallagher Risk Management Services, Inc.
3600 American Blvd W., Ste 500
Bloomington, MN 55431
Phone: 952-358-7535

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
Yavapai County Engineer
1100 Commerce Drive
Prescott, AZ 86305

Arizona Countersignature
Address: 8840 East Chaparral Road, #275, Scottsdale, AZ 85250
Phone: 480-850-5203

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows: NA

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document A312™ – 2010. The American Institute of Architects.

Init.

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CORPORATE ACKNOWLEDGMENT

STATE OF ARIZONA

COUNTY OF YAVAPAI

On this 22nd day of May, 2017 before me personally appeared Mike McCormick to me known, who being by me duly sworn, that he/she is the President of the **Asphalt Paving and Supply, Inc.** the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

BELINDA GIBSON
Notary Public - Arizona
Yavapai County
My Comm. Expires Dec 13, 2019

Notary Public Belinda Gibson
(Notary Seal)

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA

COUNTY OF HENNEPIN

On this 22nd day of May, 2017 before me appeared Jeri M. Frederick to be known, who being by me duly sworn, did say that she is the aforesaid Attorney-in-Fact of the **Western Surety Company**, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

Notary Public, Carol A Weber
(Notary Seal)

CAROL A WEBER
NOTARY PUBLIC MINNESOTA
MY COMMISSION EXPIRES 01-31-20

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Mark A Gresser, Tony D Becker, David J Howard, Anita M Ficker, Michael B Baumann, Jeri M Frederick, Carol A Weber, Christina Gresser, Stacey Gohl, Jennifer L Lorang, Individually

of Bloomington, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of December, 2016.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 6th day of December, 2016, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021

J. MOHR
NOTARY PUBLIC SOUTH DAKOTA

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 22nd day of May, 2017.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Bond Number: 30011377

AIA® Document A312™ – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)
Asphalt Paving & Supply, Inc.
2425 N. Glassford Hill Road
Prescott Valley, AZ 86314

SURETY:
(Name, legal status and principal place of business)
Western Surety Company
333 S. Wabash - Floor 41
Chicago, IL 60604

OWNER:
(Name, legal status and address)
Yavapai County
Public Works Division
1100 Commerce Drive
Prescott, AZ 86305

CONSTRUCTION CONTRACT
Date: May 17, 2017

Amount: $1,392,999.99

Description: *(Name and location)* Chip Seal (Summer - FY 2016/2017) in Yavapai County, AZ Project #1722008

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND
Date: May 22, 2017
(Not earlier than Construction Contract Date)

Amount: $1,392,999.99

Modifications to this Bond: ☑ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL	SURETY
Company: Asphalt Paving & Supply, Inc. *(Corporate Seal)*	Company: Western Surety Company *(Corporate Seal)*
Signature:	Signature:
Name and Title: Mike McDonald PRESIDENT	Name and Title: Jeri M. Frederick, Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Arthur J. Gallagher Risk Management Services, Inc.
3600 American Blvd W., Ste 500
Bloomington, MN 55431

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
Yavapai County Engineer
1100 Commerce Drive
Prescott, AZ 86305

Arizona Countersignature
Address: 8840 East Chaparral Road, #275, Scottsdale, AZ 85250
Phone: 480-850-5203

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

.1 the name of the Claimant;
.2 the name of the person for whom the labor was done, or materials or equipment furnished;
.3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
.4 a brief description of the labor, materials or equipment furnished;
.5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
.6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
.7 the total amount of previous payments received by the Claimant; and
.8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows: NA

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

CORPORATE ACKNOWLEDGMENT

STATE OF ARIZONA

COUNTY OF YAVAPAI

On this 22nd day of May, 2017 before me personally appeared Mike McCormick to me known, who being by me duly sworn, that he/she is the President of the **Asphalt Paving and Supply, Inc.** the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

BELINDA GIBSON
Notary Public - Arizona
Yavapai County
My Comm. Expires Dec 13, 2019

Notary Public Belinda Gibson
(Notary Seal)

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA

COUNTY OF HENNEPIN

On this 22nd day of May, 2017 before me appeared Jeri M. Frederick to be known, who being by me duly sworn, did say that she is the aforesaid Attorney-in-Fact of the **Western Surety Company**, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

Notary Public, Carol A Weber
(Notary Seal)

CAROL A WEBER
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 01-31-20

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Mark A Gresser, Tony D Becker, David J Howard, Anita M Ficker, Michael B Baumann, Jeri M Frederick, Carol A Weber, Christina Gresser, Stacey Gohl, Jennifer L Lorang, Individually

of Bloomington, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of December, 2016.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 6th day of December, 2016, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 22nd day of May, 2017.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

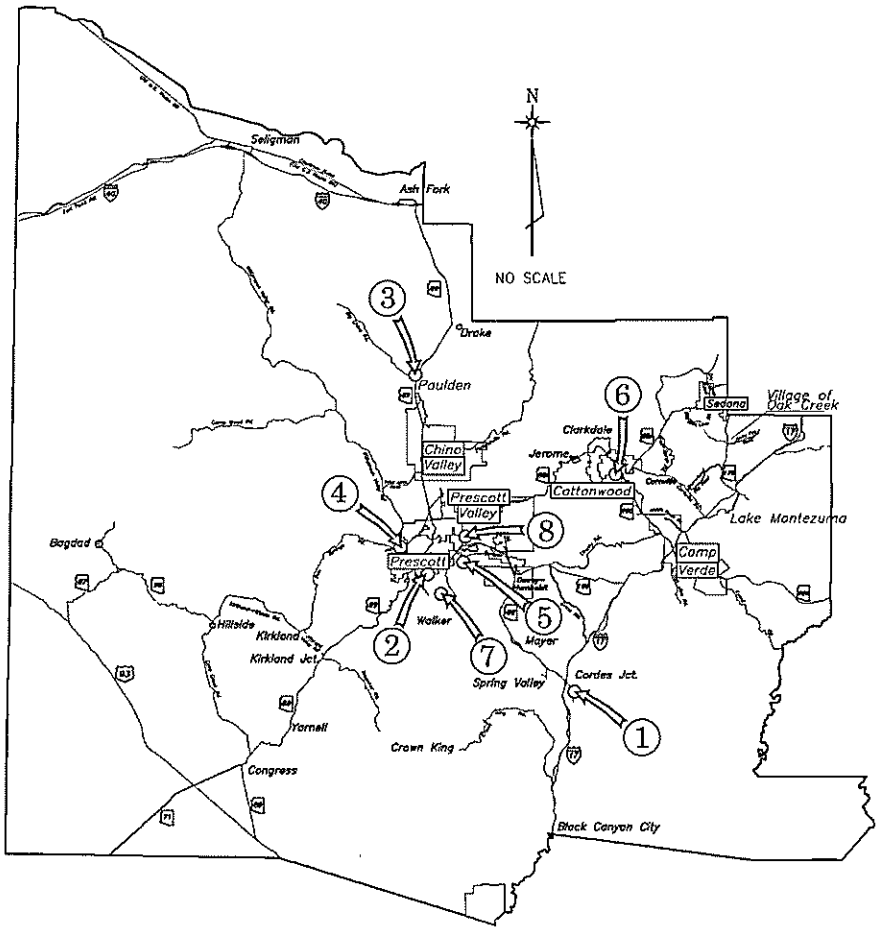
FY 16/17 SUMMER PAVEMENT PRESERVATION PROJECT

YAVAPAI COUNTY, ARIZONA

PROJ. #17-22008

YAVAPAI COUNTY
BOARD OF SUPERVISORS

DISTRICT 2 - THOMAS THURMAN, CHAIRMAN
DISTRICT 1 - ROWLE SIMMONS
DISTRICT 3 - RANDY GARRISON
DISTRICT 4 - CRAIG BROWN
DISTRICT 5 - JACK SMITH



YAVAPAI COUNTY REGIONAL MAP

KEY TO PROJECT

SHEET	SHEET TITLE
01	COVER
02	NOTES & DETAILS
03–04	STRIPING QUANTITIES
13–14	PIONEER PKWY STRIPING/OVERVIEW

GROUP ID	GROUP NAME	SHEET REFERENCE
①	CORDES LAKES	05
②	HOLIDAY HILLS	06
③	PAULDEN	07
④	PRESCOTT	08
⑤	PRESCOTT VALLEY	09
⑥	VERDE VILLAGE	10
⑦	WALKER	11
⑧	CASTLE CANYON MESA	12

FY 16/17 SUMMER CHIP SEAL PROJECT		
DESCRIPTION	QUANTITY	UNIT
SINGLE CHIP SEAL COAT, CRS-2P	417,710	SY
DOUBLE CHIP SEAL COAT, CRS-2P	20,133	SY
MICROSURFACE	87,378	SY
FOG SEAL COAT (0.1 GAL/SY)	57,711	GAL
PERMANENT PAVEMENT MARKINGS – YELLOW (4" EQUIV.)	254,306	FT
PERMANENT PAVEMENT MARKINGS – WHITE (4" EQUIV.)	157,087	FT
THERMOPLASTIC PAVEMENT MARKINGS – WHITE (4" EQUIV.)	4,991	FT
THERMOPLASTIC PAVEMENT MARKINGS – YELLOW (4" EQUIV.)	2,688	FT
PREFORMED THERMOPLASTIC PAVEMENT MARKINGS – WHITE (TURN ARROWS,"ONLY", ETC.)	51	EA
MOBILIZATION	1	LS
QUALITY CONTROL AND TESTING	1	LS
TRAFFIC CONTROL	1	LS
FORCE ACCOUNT	1	LS

Registered Professional Engineer (Civil)
CERTIFICATE NO.
57457
R. CHRISTOPHER STEELE
Date Signed 4-17-17
ARIZONA, U.S.A.
EXPIRES 6-30-17

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

YAVAPAI COUNTY
PUBLIC WORKS DEPARTMENT
1100 COMMERCE DR. PRESCOTT, ARIZONA 86305
(928) 771-3183
BYRON JASPERS, P.E. – PUBLIC WORKS DIRECTOR

PROJECT NAME: 16/17 SUMMER PAVEMENT PRESERVATION	PROJECT NUMBER: 17-22008
SHEET NAME: COVER	DESIGN BY: TMS/BWM
	DRAWN BY: TMS
	CHECKED BY: RCS
	DATE: APR 2017
	SHEET: 01 OF 14

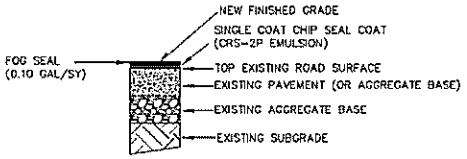
PLOTTED: Apr 13, 2017-8:12am

GENERAL NOTES

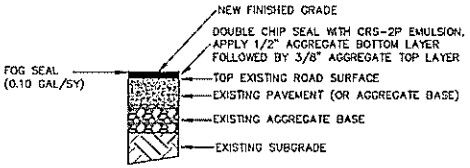
1. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPORT DISCREPANCIES, IF ANY, IN THE PLANS, AND OR FIELD CONDITIONS, IMMEDIATELY TO THE ENGINEER FOR RESOLUTION PRIOR TO CONSTRUCTION; AND SHALL BE RESPONSIBLE FOR DISCREPANCIES NOT SO REPORTED AND RESOLVED.
2. THE CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THAT HE WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
3. CONSTRUCTION IS TO BE PERFORMED WITHIN THE EXISTING RIGHT-OF-WAY LIMITS FOR THIS PROJECT. NO ADDITIONAL RIGHT-OF-WAY OR CONSTRUCTION EASEMENTS HAVE BEEN SECURED OUTSIDE THE LIMITS SHOWN ON THE PLANS. THE CONTRACTOR SHALL PROCEED WITH CONSTRUCTION WITH THIS IN MIND AND SHALL PHASE CONSTRUCTION, AS NECESSARY, TO ACCOMODATE ANY RIGHT-OF-WAY LIMITATIONS.
4. WHERE ONLY THE HORIZONTAL LOCATION OF AN EXISTING UTILITY IS SHOWN, THE LOCATION IS APPROXIMATE. THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT BLUE STAKE LAWS AND CONTACT BLUESTAKE A MINIMUM OF TWO DAYS PRIOR TO CONSTRUCTION (1-800-STAKE-IT).

CHIP SEAL NOTES

1. WHERE APPLICATION OF NEW CHIP SEAL MEETS UP TO THE EDGE OF AN ADJACENT ROAD NOT RECEIVING A NEW CHIP SEAL, DO NOT EXTEND CHIP SEAL COAT ONTO ADJACENT ROAD UNLESS SHOWN ON THE PLANS OR DIRECTED BY THE ENGINEER.
2. WHERE CHIP SEAL COATED ROADS INTERSECT, FULLY CHIP SEAL COAT THE ROADWAY CURVE RETURNS. CURVE RETURN RADII VARY.
3. ALL CHIP SEALED ROADS WILL RECEIVE A FOG SEAL COAT ON TOP OF THE NEW CHIP SEAL COAT.



SINGLE COAT CRS-2P CHIP SEAL
PAVEMENT STRUCTURAL SECTION
NOT TO SCALE



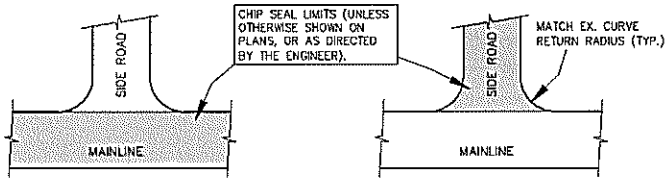
DOUBLE CHIP SEAL WITH CRS-2P EMULSION
PAVEMENT STRUCTURAL SECTION
NOT TO SCALE

PAINT STRIPING & PAVEMENT MARKING NOTES

1. PRIOR TO CHIP SEALING OF THE ROADWAY, THE CONTRACTOR'S SURVEYOR SHALL ESTABLISH ALL LOCATIONS FOR STRIPING, GAPS IN PAINT STRIPING, CROSS WALKS, STOP BARS, PASSING LANES, GORE AREAS, SIGNS, MARKERS AND DELINEATORS. ALL STRIPING QUANTITIES ARE BASED ON 4" EQUIVALENT STRIPES PER ADOT STANDARD SPECIFICATIONS. THE NEW PAINTED LINE WIDTHS OF ALL STRIPING SHALL MATCH THE EXISTING WIDTHS OF THE LINES IN PLACE.
2. UPON COMPLETION OF THE PROJECT THE CONTRACTOR'S SURVEYOR SHALL ESTABLISH NEW CENTERLINE STRIPING BASED UPON THE NEW ACTUAL CENTER OF THE ROADWAY PAVEMENT. EDGELINES SHALL BE OFFSET FROM THE NEW CENTER OF THE ROADWAY TO CREATE EQUAL LANE WIDTHS. INFORMATION GATHERED FROM THE CONTRACTOR'S SURVEYOR PRIOR TO SURFACE TREATMENT SHALL BE USED TO REESTABLISH STRIPING BREAKS, MARKINGS, ETC.
3. PAINT STRIPING SHALL BE PERFORMED IN TWO PHASES WITH A CURE TIME SEPARATION OF 10-15 CALENDAR DAYS (AS APPROVED BY THE ENGINEER). ALL PHASE 1 STRIPING SHALL BE PERMANENT PAVEMENT MARKINGS (PAINT APPLICATION PER ADOT 708). PHASE 2 STRIPING & MARKING CONSISTS OF PERMANENT PAVEMENT MARKINGS (ADOT 708), THERMOPLASTIC (ADOT 704), AND PREFORMED (ADOT 705). SEE THE TECHNICAL SPECIFICATIONS FOR ADDITIONAL INFORMATION.
4. PRIOR TO FINAL (PHASE 2) STRIPING, THE EXACT TERMINATION POINTS OF BOTH THE CL "DOUBLE YELLOW" STRIPE AND THE "WHITE" EDGELINES SHALL BE APPROVED BY THE ENGINEER. FURTHERMORE, AS DIRECTED BY THE ENGINEER, IT MAY BE NECESSARY TO EXTEND PAINT STRIPING & MARKING BEYOND THE LIMITS SHOWN DUE TO OIL TRACKING AND OBSCURING ON ADJACENT ROADWAY PAVEMENTS. IF THIS IS DONE INTO THE ADOT R.O.W., PAINT STRIPING SHALL MATCH THE WIDTH AND SPACING OF EXISTING MARKINGS.
5. STOP BAR INSTALLATION:
   5.1. CASE 1 EX. STOP BAR IS UNDISTURBED – NO PHASE 1 INSTALLATION SHALL BE PERFORMED, ONLY THE FINAL PHASE 2. PHASE 2 INSTALLATION SHALL OVERLAY EX. MARKING AS APPROVED BY THE ENGINEER.
   5.2. CASE 2 EX. STOP BAR IS DISTURBED OR OBLITERATED – BOTH PHASE 1 & PHASE 2 INSTALLATIONS SHALL BE PERFORMED. EXACT LOCATION OF INSTALLATION SHALL BE APPROVED BY THE ENGINEER.
6. IN GENERAL, PAINT STRIPING SHALL BE INSTALLED PER ADOT STANDARD SPECIFICATIONS. HORIZONTAL WIDTHS AND SPACINGS CAN VARY DEPENDING UPON THE RIGHT OF WAY OWNERSHIP AND APPLICATION. THE FOLLOWING ADOT STANDARD SPECIFICATIONS APPLY.

   ADOT 704 – THERMOPLASTIC PAVEMENT MARKINGS
   ADOT 705 – PREFORMED PAVEMENT MARKINGS
   ADOT 708 – PERMANENT PAVEMENT MARKINGS
7. THE FOLLOWING TABLE INDICATES GENERAL DIMENSIONS AND INFORMATION FOR PAINT STRIPING AND MARKINGS FOR NORMAL COUNTY PROJECTS AND ASSOCIATED ADOT PRACTICES(IF NEEDED):

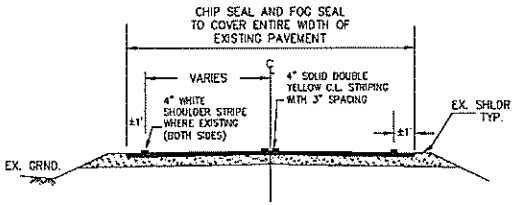
TYPE	COLOR	WIDTH	HORIZ. SPACING	LONGITUDINAL SPACING	COMMENTS
CENTERLINE "DOUBLE"	YELLOW	4" (6" ADOT)	3" CLR. (6" ADOT)	N/A N/A	ADOT 708
EDGE LINE	WHITE	4" (6" ADOT)	N/A N/A	N/A N/A	ADOT 708
CHANNELIZATION (TURN POCKET)	WHITE	8" (12" ADOT)	N/A N/A	N/A N/A	ADOT 708
STOP BAR	WHITE	18" (18" ADOT)	N/A N/A	N/A N/A	THERMOPLASTIC ADOT 704
ARROWS & "ONLY"	WHITE	N/A	N/A	N/A	PREFORMED ADOT 705
CROSSWALK	WHITE	12"/24"	N/A	N/A	THERMOPLASTIC ADOT 704



CASE 1 – MAINLINE CHIP SEAL

CASE 2 – SIDE ROAD CHIP SEAL

CHIP SEAL "INTERSECTION FILLET LIMITS" DETAIL
NOT TO SCALE

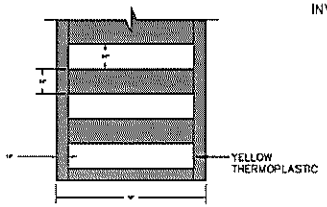


NOTE: NOT ALL ROADS IN THIS PROJECT WILL RECEIVE CENTERLINE AND / OR EDGE STRIPING. CONTRACTOR SHALL REFER TO PLANS FOR EACH ROAD FOR SPECIFIC STRIPING DIRECTION. EXISTING STRIPING SHALL BE INVENTORIED AND REESTABLISHED.

TYPICAL SECTION DETAIL
FOR CHIP SEAL AND FOG SEAL
NOT TO SCALE

LIST OF ABBREVIATIONS

ADOT	ARIZONA DEPARTMENT OF TRANSPORTATION
AB	AGGREGATE BASE
AC	ASPHALTIC CONCRETE
AR-ACFC	ASPHALT RUBBER ASPHALTIC CONCRETE FRICTION COURSE
DWY	DRIVEWAY
EA	EACH
EOP	EDGE OF PAVEMENT
EP	END PRODUCT (ASPHALT REFERENCE)
EX	EXISTING
GAL	GALLON
HZ	HORIZONTAL
L	LEFT
LF	LINEAR FEET
LS	LUMP SUM
MAG	MARICOPA ASSOCIATION OF GOVERNMENTS
MUTCD	MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES
NPI	NON-PAY ITEM
PVMNT	PAVEMENT
R	RIGHT
ROW	RIGHT OF WAY
SD	STANDARD DETAIL (OR STANDARD DRAWING)
SHT	SHEET
STA	STATION
SY	SQUARE YARD
TN	TON
TYP	TYPICAL (GENERALLY REPEATED WITHOUT ADDITIONAL LABELING)
W/	WITH
YC	YAVAPAI COUNTY



TYPICAL 12"/24" CROSSWALK DETAIL
NOT TO SCALE

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

Registered Professional Engineer (Civil)
CERTIFICATE NO.
57457
R. CHRISTOPHER STEELE
Date Signed 4-11-17
ARIZONA, U.S.A.
EXPIRES 6-30-17

YAVAPAI COUNTY
PUBLIC WORKS DEPARTMENT
1100 COMMERCE DR. PRESCOTT, ARIZONA 86305
(928) 771-3183
BYRON JASPERS, P.E. – PUBLIC WORKS DIRECTOR

PROJECT NAME: 16/17 SUMMER PAVEMENT PRESERVATION	PROJECT NUMBER: 17-22008
	DESIGN BY: TMS/RWM
	DRAWN BY: TMS
	CHECKED BY: RCS
SHEET NAME: NOTES & DETAILS	DATE: APR 2017
	SHEET: 02 OF 14

PLOTTED: Apr 13, 2017-8:12am

LOCATION	PLAN SHEET #	STRAIGHT ARROW	LEFT ARROW	RIGHT ARROW	"ONLY"	PREFORMED PLASTIC PAVEMENT MARKING EACH	18 INCH	12 INCH	CONTINUOUS THERMOPLASTIC "WHITE" 4" EQUIVALENT 8 INCH	6 INCH	CONTINUOUS THERMOPLASTIC "WHITE" 4" EQUIVALENT CONTINUOUS	DASHED	4" LINE "WHITE" 4" EQUIVALENT	4" SOLID DOUBLE "YELLOW" 4" EQUIVALENT	CONTINUOUS	DASHED	4" LINE "YELLOW" 4" EQUIVALENT	4" PASSING "YELLOW" (DASH+CONTINUOUS) 4" EQUIVALENT	12 FT CROSSWALK	CONTINUOUS THERMOPLASTIC "YELLOW" 4" EQUIVALENT	12 INCH LINE
						THERMOPLASTIC EACH	THERMO. L.F.		THERMO. L.F.		PAINT L.F.		PAINT L.F.		PAINT L.F.		PAINT L.F.		THERMO. L.F.		
CORDES LAKES																					
QUAIL RUN DR	5	–	–	–	–	473	–	–	–	–	–	5622	–	–	–	–	–				
STAGECOACH TRL		–	4	–	2	–	194	–	–	12586	–	15504	–	–	–	–	–				
HOLIDAY HILLS																					
CHRISTMAS TREE DR	6	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–				
CHRISTMAS TREE LN		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–				
FLAG VALLEY RD		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–				
HOLIDAY DR		2	2	2	–	135	185	–	–	180	–	120	–	–	–	–	–				
MEMORIAL AVE		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–				
ROJO RD		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–				
VALENTINE DR		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–				
PAULDEN																					
AHONEN RD	7	–	–	–	–	–	–	–	–	–	–	5172	–	–	–	–	–				
ASPEN RD		–	–	–	–	72	–	–	–	–	–	3520	–	–	–	–	–				
BRAMBLE DR		–	2	1	1	135	94	–	–	762	–	2128	–	–	–	–	–				
CATALINA ST		–	–	–	–	–	–	–	–	–	–	6642	–	–	–	–	–				
ENID DR		–	–	–	–	270	–	–	–	–	–	3146	–	–	–	–	–				
LAKESIDE DR		–	–	–	–	–	–	–	–	–	–	823	–	–	–	–	–				
NAPLES ST		–	–	–	–	68	–	–	–	–	–	13776	–	–	–	504	–				
LITTLE RANCH DR (DOUBLE CHIP)		–	–	–	–	90	–	–	–	–	–	100	–	–	–	–	–				
WOODY DR		–	–	–	–	81	–	–	–	–	–	10090	–	–	–	–	–				
PRESCOTT																					
ADAMS AVE	8	–	–	–	–	–	–	–	–	–	–	3160	–	–	–	–	–				
FORREST RD		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–				
KYLE ST OR KILE ST		–	–	–	–	72		–	–	–	–	–	–	–	–	–	–				
MCINTOSH DR (DOUBLE CHIP)		–	–	–	–	90	–	–	–	–	–	–	–	–	–	–	–				
OAK ST		–	–	–	–	63	–	–	–	–	–	923	–	–	–	–	–				
PIONEER PKWY (MICROSURFACE)		8	8	8	8	230	–	–	–	78598	16142	25740	34380	–	–	–	–				
ROCKY RD		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–				
SHOUP ST		–	–	–	–	180	–	–	–	–	–	–	–	–	–	–	–				
SYLVAN		–	1	1	–	117	–	–	–	110	–	6310	–	–	–	–	–				
VYNE ST		–	–	–	–	270	–	–	–	–	–	3500	–	–	–	–	–				
PRESCOTT VALLEY																					
AMBER RD	9	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–				
ANGELINE CIR		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–				
BLOSSER CIR		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–				
CANYON VIEW CT		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–				
CATHERINE DR		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–				
CHASE CIR		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–				
COULTER CIR		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–				
CREEKSIDE DR		–	–	–	–	81	–	–	–	–	–	–	–	–	–	–	–				
CREEK VIEW LN		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–				
DONNA DR		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–				
DOUGLAS DR		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–				
ELAINE WAY		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–				
EMERALD DR		–	–	–	–	54	–	–	–	–	–	–	–	–	–	–	–				
FINNEY CIR		–	–	–	–	–	–	–	–		–	–	160	–	–	–	–				

LOCATION	PLAN SHEET #	STRAIGHT ARROW	LEFT ARROW	RIGHT ARROW	"ONLY"	PREFORMED PLASTIC PAVEMENT MARKING EACH	18 INCH	12 INCH	CONTINUOUS THERMOPLASTIC "WHITE" 4" EQUIVALENT 8 INCH	6 INCH	CONTINUOUS THERMOPLASTIC "WHITE" 4" EQUIVALENT CONTINUOUS	DASHED	4" LINE "WHITE" 4" EQUIVALENT	4" SOLID DOUBLE "YELLOW" 4" EQUIVALENT	CONTINUOUS	DASHED	4" LINE "YELLOW" 4" EQUIVALENT	4" PASSING "YELLOW" (DASH+CONTINUOUS) 4" EQUIVALENT	12 FT CROSSWALK	CONTINUOUS THERMOPLASTIC "YELLOW" 4" EQUIVALENT	12 INCH LINE
						THERMOPLASTIC EACH	THERMO. L.F.		THERMO. L.F.		PAINT L.F.		PAINT L.F.		PAINT L.F.		PAINT L.F.		THERMO. L.F.		
PRESCOTT VALLEY (CONTINUED)																					
FITZMAURICE DR	9	–	–	–	–	160	–	–	–	–	–	–	–	–	–	–	–				
FRENCH CIR		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–				
FRENCH DR		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–				
FRENCH PL		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–				
GEMSTONE DR		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–				
GLORIA DR		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–				
HUNTER RIDGE RD		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–				
JULIE DR		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–				
LAPIS DR		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–				
LEWIS CIR		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–				
LYNX CREEK RD		–	–	–	–	162	–	–	–	–	–	4948	–	–	–	–	–				
LYNX CREEK RD WEST		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–				
MURRAY CIR		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–				
NANCY DR		–	–	–	–	–	–	–	–	–	58	–	208	–	–	–	–				
ONYX DR		–	–	–	–	90	–	–	–	–	–	–	–	–	–	–	–				
OPAL DR		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–				
ORO DEL SOL DR		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–				
PEAK VIEW WAY		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–				
QUARTZ DR		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–				
SAPPHIRE DR		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–				
SUSAN DR		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–				
TUROUOISE DR		–	–	–	–	203	–	–	–	–	–	116	–	–	–	–	–				
VICTOR DR		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–				
WATERS EDGE WAY		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–				
WHISPERWIND DR		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–				

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Registered Professional Engineer (Civil)
CERTIFICATE NO. 57457
R. CHRISTOPHER STEELE
Date Signed 4-17-17
ARIZONA, U.S.A.
EXPIRES 6-30-17

YAVAPAI COUNTY
PUBLIC WORKS DEPARTMENT
1100 COMMERCE DR. PRESCOTT, ARIZONA 86305
(928) 771-3183
BYRON JASPERS, P.E. – PUBLIC WORKS DIRECTOR

PROJECT NAME: 16/17 SUMMER PAVEMENT PRESERVATION	PROJECT NUMBER: 17-22008
	DESIGN BY: TMS/TWM
	DRAWN BY: TMS
SHEET NAME: STRIPING QUANTITIES 1	CHECKED BY: RCS
	DATE: APR 2017
	SHEET: 03 OF 14

PLOTTED: Apr 13, 2017-8:13am

LOCATION	PLAN SHEET #	STRAIGHT/MERGE ARROW	LEFT ARROW	RIGHT ARROW	"ONLY"	PREFORMED PLASTIC PAVEMENT MARKING	CONTINUOUS THERMOPLASTIC "WHITE" 4" EQUIVALENT	CONTINUOUS THERMOPLASTIC "WHITE" 4" EQUIVALENT	4" LINE "WHITE" 4" EQUIVALENT	4" SOLID DOUBLE "YELLOW" 4" EQUIVALENT	4" LINE "YELLOW" 4" EQUIVALENT	4" PASSING "YELLOW" (DASH+CONTINUOUS) 4" EQUIVALENT	CONTINUOUS THERMOPLASTIC "YELLOW" 4" EQUIVALENT
		THERMOPLASTIC				THERMO.	THERMO.	THERMO.	PAINT	PAINT	PAINT	PAINT	THERMO.
		EACH				L.F.	L.F.	L.F.	L.F.	L.F.	L.F.	L.F.	L.F.
						18 INCH	12 INCH	8 INCH	6 INCH	CONTINUOUS	DASHED	CONTINUOUS	DASHED	12 FT CROSSWALK	12 INCH LINE
VERDE VILLAGE															
ARROW DR	10	–	–	–	–	–	–	–	–	–	–	–	–	–	–
CACTUS LN		–	–	–	–	–	–	–	–	–	–	–	–	–	–
COPPER DR		–	–	–	–	–	–	–	–	–	–	–	–	–	–
COWPOKE DIR		–	–	–	–	–	–	–	–	–	–	–	–	–	–
HILL VIEW DR		–	–	–	–	–	–	–	–	–	–	–	–	–	–
KACHINA DR		–	–	–	–	–	–	–	–	–	–	–	–	–	–
MESA DR		–	–	–	–	81	–	–	–	–	–	–	–	–	–
MOSEY LN		–	–	–	–	–	–	–	–	–	–	–	–	–	–
POSSE TRL		–	–	–	–	–	–	–	–	–	–	–	–	–	–
PRAIRIE LN		–	1	–	–	135	120	–	–	5013	–	10704	–	–	–	–	–
QUAIL SPRINGS RANCH RD		–	–	–	–	–	–	–	–	–	–	9634	–	–	–	–	–
RAMADA RD		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
RANCHO VISTA WAY		–	–	–	–	171	–	–	–	–	–	5680	–	–	–	1660	–
RIVER RUN DR		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
WALKER															
WALKER RD	11	–	–	–	–	–	–	–	–	3328	–	3408	–	–	–	–	–
WALKER RD (FOG SEAL ONLY)		–	–	–	–	–	–	–	–	70310	–	74858	–	–	1056	–	–
CASTLE CANYON MESA															
COPPER HILL DR	12	–	–	–	–	405	–	–	–	–	–	4698	–	–	–	504	–
KING HWY EAST		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
KING HWY WEST		–	–	–	–	68	–	–	–	–	–	180	–	–	–	–	–
KING HWY NORTH		–	–	–	–	180	–	–	–	–	–	–	–	–	–	–	–
KING HWY SOUTH		–	–	–	–	63	–	–	–	–	–	–	–	–	–	–	–
QUEENS ST		–	–	–	–	189	–	–	–	–	–	–	–	–	–	–	–

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	DESIGN BY: TMS/BWM
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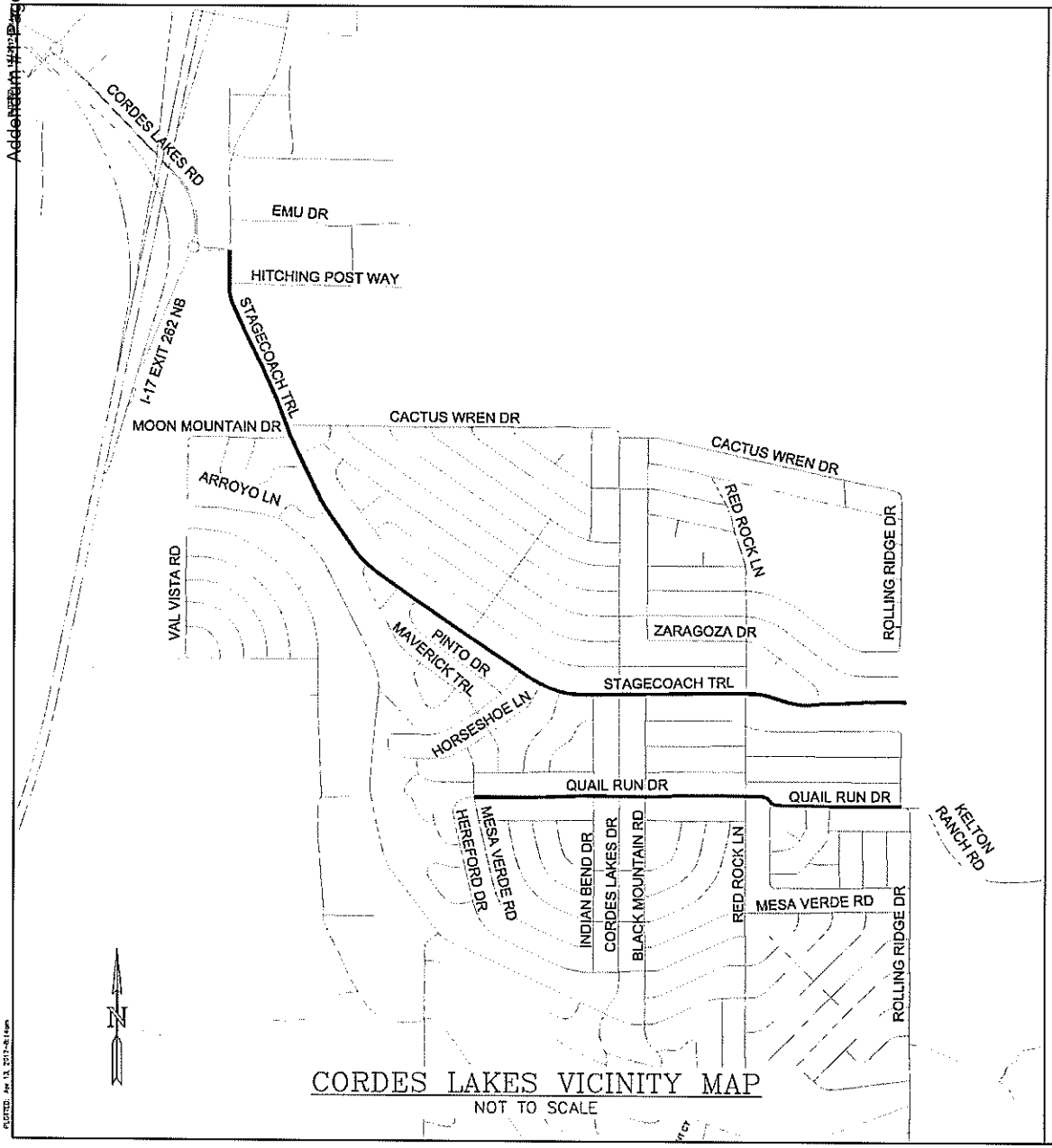


CORDES LAKES VICINITY MAP

NOT TO SCALE

SINGLE CHIP SEAL

ROAD NAME		LENGTH (FT)	WIDTH (FT)	AREA (SY)
QUAIL RUN DR	(1)	4,801	24	12,803
STAGECOACH TRL	(1)	9,716	24	25,909

* NOTE:
AREA SHALL INCLUDE RADII, TURN BAYS AND OTHER MISCELLANEOUS AREAS, THUS THE STATED VALUE MAY BE GREATER THAN THE PRODUCT OF THE LENGTH AND WIDTH.

CONSTRUCTION NOTES

(1) EXISTING PAINT STRIPING OCCURS ON THESE ROADS. SEE STRIPING SHEET 03.

ADDITIONAL NOTES

1. EXISTING UTILITY FACILITY FRAMES AND COVERS SHALL BE PROTECTED FROM CHIP SEAL MATERIALS PER THE CONTRACT DOCUMENTS.
2. TERMINATIONS AND MATCH-UP TO NON-ASPHALTIC SURFACES SHALL BE CLEAN AND NEAT PER THE CONTRACT DOCUMENTS.

PAVEMENT STRIPING & MARKING NOTES

RESTORE PAINT STRIPING AS SHOWN PER EXISTING FIELD LOCATIONS AND LINE TYPE/COLOR. CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING/LOCATING STRIPING PRIOR TO CHIP SEALING THE ROAD AND RE-STRIPING IN ORIGINAL LOCATIONS. ANY EXISTING GAPS IN STRIPING ARE TO BE RESTORED TO ORIGINAL LOCATIONS. CONTRACTOR'S SURVEYOR TO VERIFY THAT CENTERLINE STRIPING IS IN EXACT CENTER OF NEW ROADWAY BEFORE RE-STRIPING. STRIPING WIDTH SHALL MATCH EXISTING. INCLUDES ALL CENTERLINE, EDGE, STOP BARS, CROSS WALKS, SYMBOLS, ETC. STOP BAR WIDTH SHALL BE 18". FINAL PHASE SHALL BE 18" WHITE THERMOPLASTIC.

LEGEND

AREAS TO RECEIVE CHIP SEAL

ROADS NOT IN THIS CONTRACT

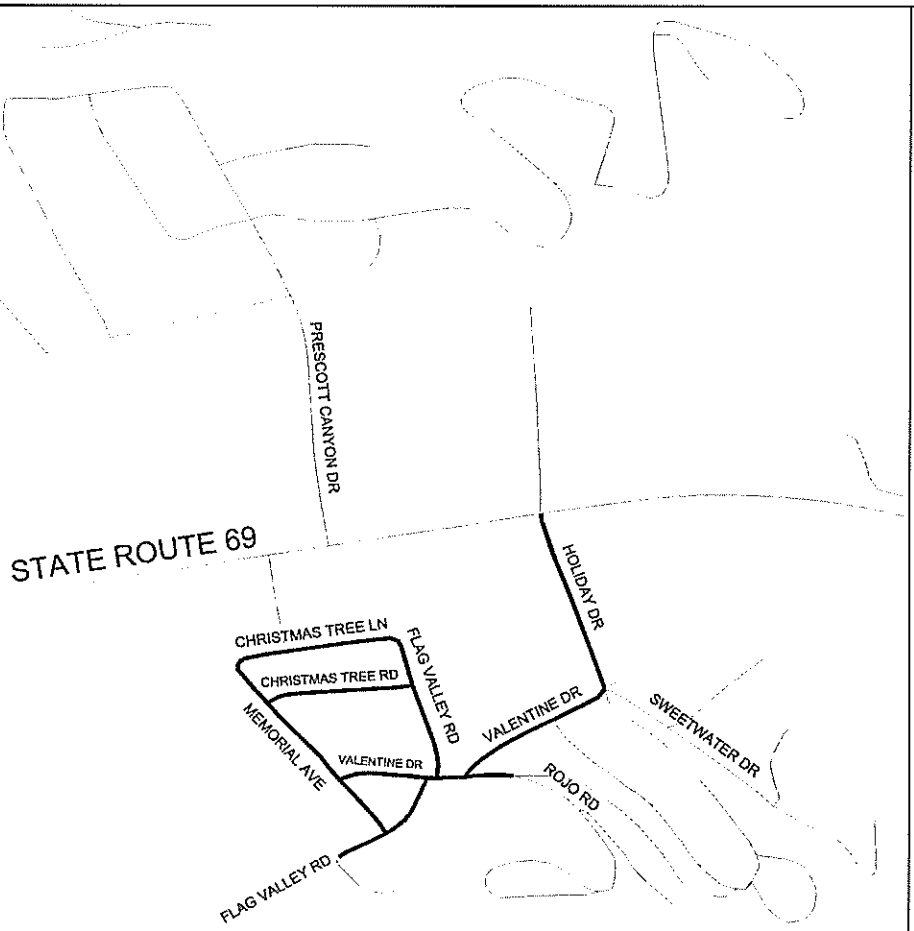
Call at least two full working days before you begin excavation.
ARIZONA 811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maritopa County (602) 263-1100

Registered Professional Engineer (Civil)
CERTIFICATE NO. 57457
R. CHRISTOPHER STEELE
Date Signed 4-17-17
ARIZONA, U.S.A.
EXPIRES 6-30-17

YAVAPAI COUNTY
PUBLIC WORKS DEPARTMENT
1100 COMMERCE DR. PRESCOTT, ARIZONA 86305
(928) 771-5183
BYRON JASPERS, P.E. – PUBLIC WORKS DIRECTOR

PROJECT NAME: 16/17 SUMMER PAVEMENT PRESERVATION	PROJECT NUMBER: 17-22008
	DESIGN BY: TMS/DWH
	DRAWN BY: TMS
	CHECKED BY: RCS
SHEET NAME: CORDES LAKES	DATE: APR 2017
	SHEET: 05 OF 14

PLOTTED: Jan 13, 2017-8:11am



N

HOLIDAY HILLS VICINITY MAP
NOT TO SCALE

SINGLE CHIP SEAL

ROAD NAME	LENGTH (FT)	WIDTH (FT)	AREA (SY)
CHRISTAMS TREE DR	375	24	1,000
CHRISTMAS TREE LN	407	24	1,085
FLAG VALLEY RD	697	24	1,859
HOLIDAY DR	480	24	1,280
MEMORIAL AVE	581	24	1,549
ROJO RD	121	24	323
VALENTINE DR	750	24	2,000

CONSTRUCTION NOTES
① EXISTING PAINT STRIPING OCCURS ON THESE ROADS. SEE STRIPING SHEET 03.

* NOTE:
AREA SHALL INCLUDE RADII, TURN BAYS AND OTHER MISCELLANEOUS AREAS, THUS THE STATED VALUE MAY BE GREATER THAN THE PRODUCT OF THE LENGTH AND WIDTH.

ADDITIONAL NOTES
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PAVEMENT STRIPING & MARKING NOTES
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LEGEND
AREAS TO RECEIVE CHIP SEAL

ROADS NOT IN THIS CONTRACT

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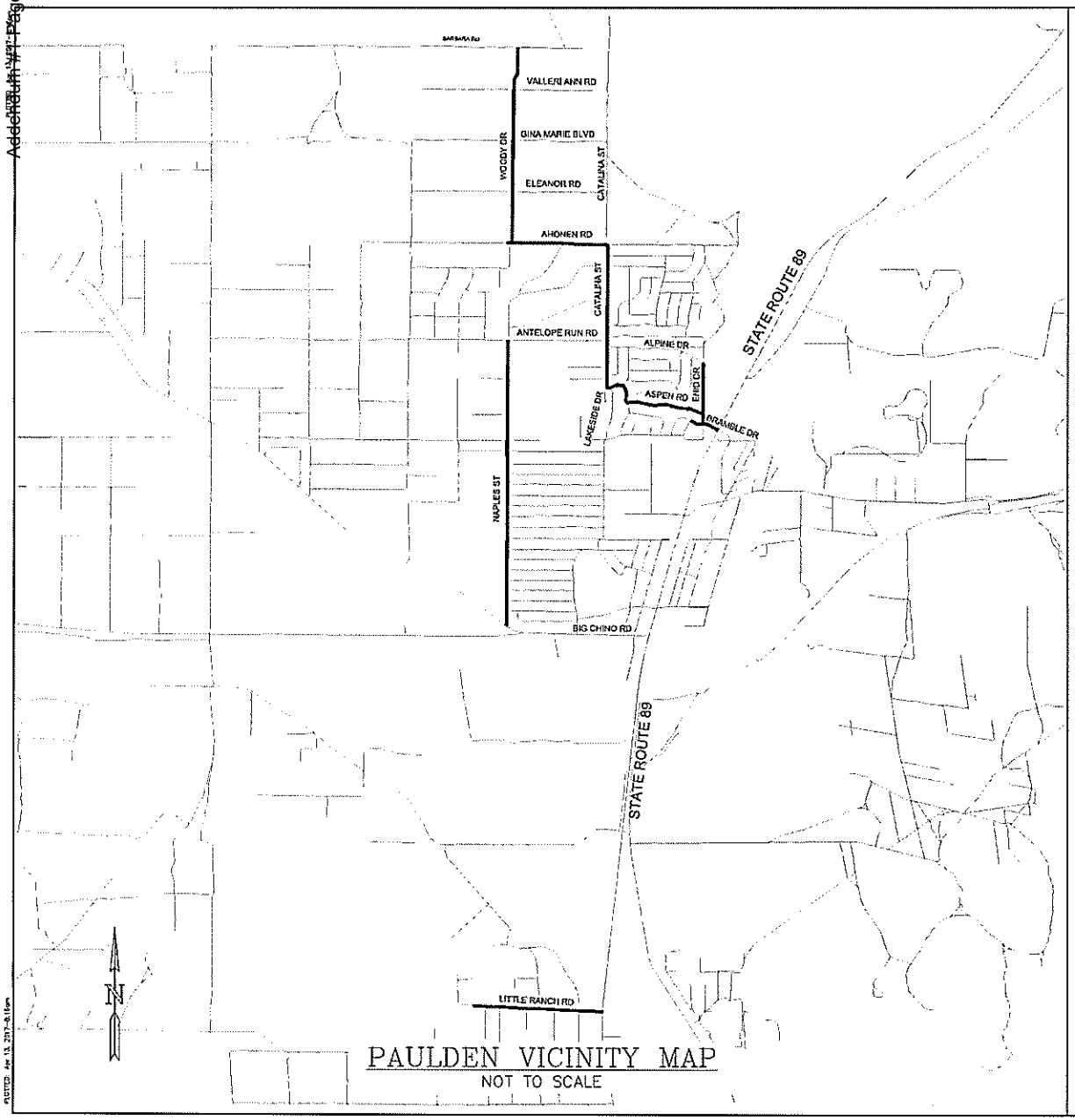
In Maricopa County: (602) 263-1100

Registered Professional Engineer (Civil)
CERTIFICATE NO. 57457
R. CHRISTOPHER STEELE
Date Signed 4-17-17
ARIZONA, U.S.A.
EXPIRES 6-30-17

YAVAPAI COUNTY
PUBLIC WORKS DEPARTMENT
1100 COMMERCE DR. PRESCOTT, ARIZONA 86305
(928) 771-3183
BYRON JASPERS, P.E. – PUBLIC WORKS DIRECTOR

PROJECT NAME: 16/17 SUMMER PAVEMENT PRESERVATION	PROJECT NUMBER: 17-22008
	DESIGN BY: TMS/BWM
	DRAWN BY: TMS
	CHECKED BY: RCS
SHEET NAME: HOLIDAY HILLS	DATE: APR 2017
	SHEET: 06 OF 14

PLOTTED: Apr 13, 2017-8:15am



PAULDEN VICINITY MAP
NOT TO SCALE

SINGLE CHIP SEAL

ROAD NAME		LENGTH (FT)	WIDTH (FT)	AREA (SY)
AHONEN RD	(1)	2,665	24	7,109
ASPEN RD	(1)	2,080	24	5,547
BRAMBLE DR	(1)	1,024	24	2,731
CATALINA ST	(1)	3,881	24	10,349
ENID DR	(1)	1,653	24	4,408
LAKESIDE DR	(1)	903	24	2,408
NAPLES ST	(1)	7,688	24	20,501
WOODY DR	(1)	5,285	24	14,093

DOUBLE CHIP SEAL

ROAD NAME		LENGTH (FT)	WIDTH (FT)	AREA (SY)
LITTLE RANCH DR	(1)	3,474	24	9,264

* NOTE:
AREA SHALL INCLUDE RADII, TURN BAYS AND OTHER MISCELLANEOUS AREAS, THUS THE STATED VALUE MAY BE GREATER THAN THE PRODUCT OF THE LENGTH AND WIDTH.

CONSTRUCTION NOTES

(1) EXISTING PAINT STRIPING OCCURS ON THESE ROADS. SEE STRIPING SHEET 03.

ADDITIONAL NOTES

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LEGEND

AREAS TO RECEIVE CHIP SEAL

ROADS NOT IN THIS CONTRACT

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ARIZONA811
Arizona Blue Stake, Inc.
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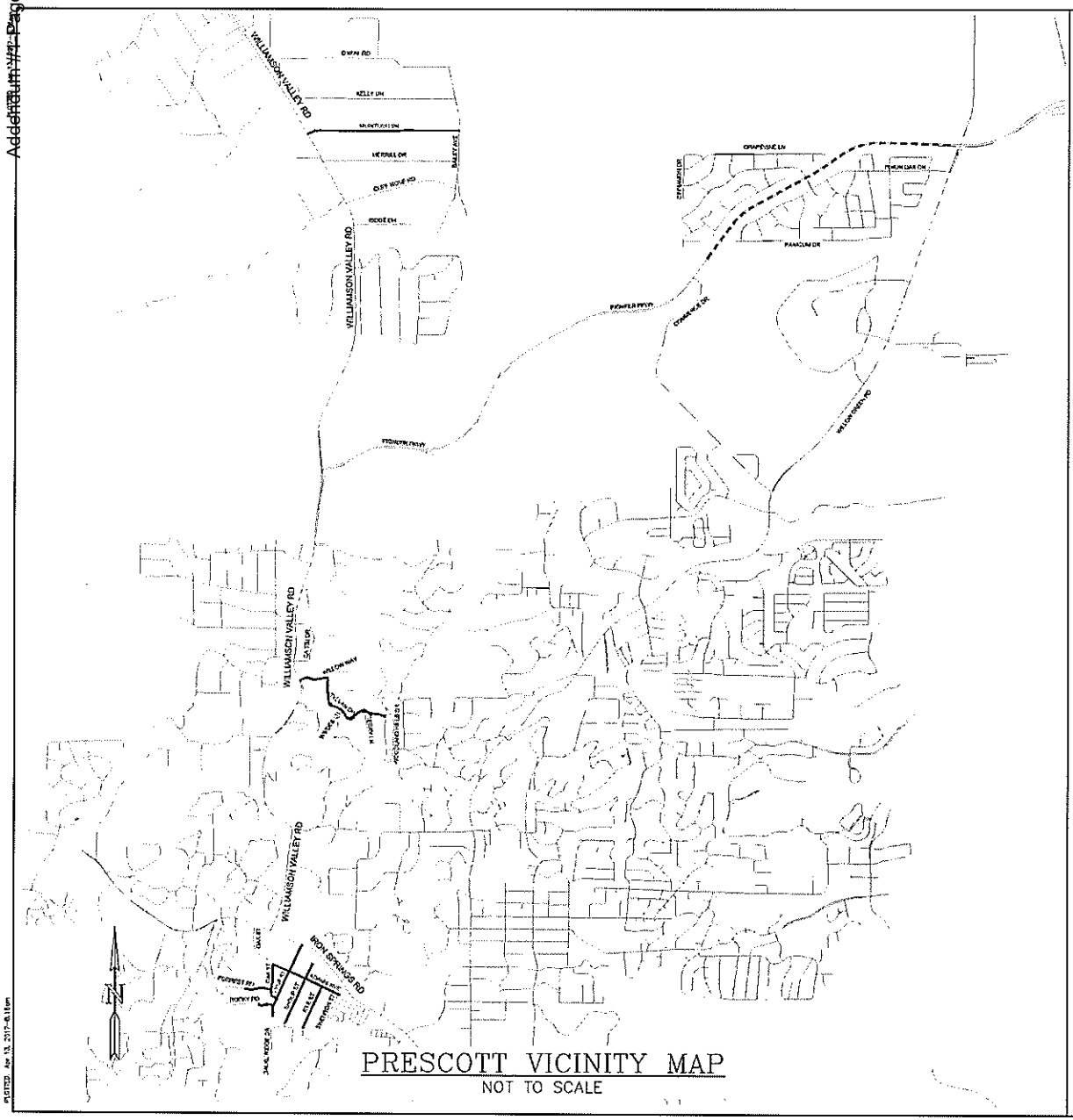
In Maricopa County: (602) 263-1100

Registered Professional Engineer (Civil)
CERTIFICATE NO.
57457
R. CHRISTOPHER STEELE
Date Signed 4-17-17
ARIZONA, U.S.A.
EXPIRES 6-30-17

YAVAPAI COUNTY
PUBLIC WORKS DEPARTMENT
1100 COMMERCE DR. PRESCOTT, ARIZONA 86305
(928) 771-3183
BYRON JASPERS, P.E. – PUBLIC WORKS DIRECTOR

PROJECT NAME: 16/17 SUMMER PAVEMENT PRESERVATION	PROJECT NUMBER: 17-22008
	DESIGN BY: TMS/BWM
	DRAWN BY: TMS
	CHECKED BY: RCS
SHEET NAME: PAULDEN	DATE: APR 2017
	SHEET: 07 OF 14

PLOTTED: Apr 13, 2017-8:15am



PRESCOTT VICINITY MAP
NOT TO SCALE

SINGLE CHIP SEAL

ROAD NAME		LENGTH (FT)	WIDTH (FT)	AREA (SY)
ADAMS AVE	(1)	1,980	24	5,760
FORREST RD		723	24	1,929
KILE ST	(1)	1,214	24	3,238
OAK ST	(1)	1,003	24	2,676
ROCKY RD	(1)	401	24	1,069
SHOUP ST	(1)	1,769	24	4,717
SYLVAN DR	(1)	3,375	25	9,375
VYNE ST	(1)	2,112	24	5,632

DOUBLE CHIP SEAL

ROAD NAME		LENGTH (FT)	WIDTH (FT)	AREA (SY)
MCINTOSH DR	(1)	4,076	24	10,869

MICROSURFACE

ROAD NAME		LENGTH (FT)	WIDTH (FT)	AREA (SY)
PIONEER PKWY	(2)	7,618	80	64,002

* NOTE:
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CONSTRUCTION NOTES

(1) EXISTING PAINT STRIPING OCCURS ON THESE ROADS. SEE STRIPING SHEET 03.

(2) EXISTING PAINT STRIPING OCCURS ON THIS ROAD. SEE SHEETS 13-14 FOR STRIPING PLAN. QUANTITIES ARE SHOWN ON SHEET 03.

Call at least two full working days before you begin excavation.
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Arizona Blue Stake, Inc.
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In Maricopa County (602) 263-1100

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LEGEND

- AREAS TO RECEIVE CHIP SEAL
- AREAS TO RECEIVE MICROSURFACE TREATMENT
- ROADS NOT IN THIS CONTRACT

Registered Professional Engineer (Civil)
CERTIFICATE NO.
57457
R. CHRISTOPHER STEELE
Date Signed 4-11-17
ARIZONA, U.S.A.
EXPIRES 6-30-17

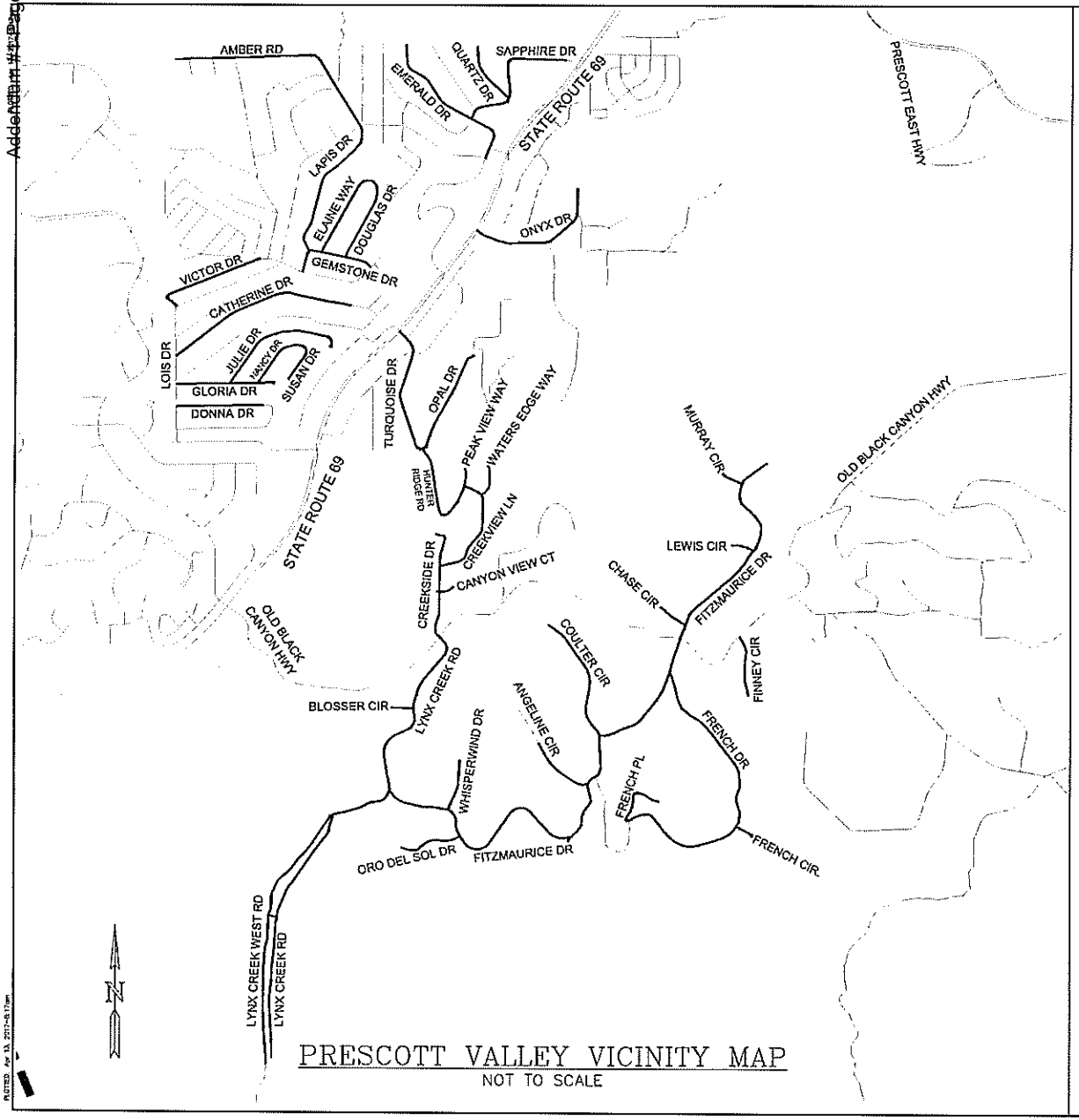
YAVAPAI COUNTY
PUBLIC WORKS DEPARTMENT
1100 COMMERCE DR. PRESCOTT, ARIZONA 86305
(928) 771-3183
BYRON JASPERS, P.E. – PUBLIC WORKS DIRECTOR

PROJECT NAME:
16/17 SUMMER PAVEMENT PRESERVATION

SHEET NAME:
PRESCOTT

PROJECT NUMBER:	17-22008
DESIGN BY:	TMS/BWM
DRAWN BY:	TMS
CHECKED BY:	RCS
DATE:	APR 2017
SHEET:	08 OF 14

PLOTTED: Apr 13, 2017-8:18am



PRESCOTT VALLEY VICINITY MAP
NOT TO SCALE

SINGLE CHIP SEAL

ROAD NAME	LENGTH (FT)	WIDTH (FT)	AREA (SY)
AMBER RD	2,867	22	7,008
ANGELINE CIR	866	24	2,309
BLOSSER CIR	280	24	747
CANYON VIEW CT	243	24	648
CATHERINE DR	2,503	24	6,675
CHASE CIR	401	24	1,069
COULTER CIR	1,690	24	4,507
CREEKSIDE DR (1)	1,447	24	3,859
CREEKVIEW LN	1,468	24	3,915
DONNA DR	1,114	24	2,971
DOUGLAS DR	1,220	24	3,253
ELAINE WAY	1,484	24	3,957
EMERALD DR (1)	2,212	22	5,407
FINNEY CIR	797	24	2,125
FITZMAURICE DR (1)	6,178	24	16,475
FITZMAURICE DR	3,099	24	8,264
FRENCH CIR	248	24	661
FRENCH DR	3,949	24	10,531
FRENCH PL	739	24	1,971
GEMSTONE DR	834	24	2,224
GLORIA DR	1,251	24	3,336
HUNTER RIDGE RD	913	24	2,435
JULIE DR	1,721	24	4,589
LAPIS DR	2,165	21	5,052
LEWIS CIR	290	24	773
LYNX CREEK RD (1)	6,584	24	17,557
LYNX CREEK WEST RD	3,490	24	9,307
MURRAY CIR	290	24	773
NANCY DR	882	24	2,352
ONYX DR (1)	1,822	21	4,251
OPAL DR	1,394	24	3,717
ORO DEL SOL DR	803	24	2,141
PEAK VIEW WAY	718	24	1,915
QUARTZ DR	829	22	2,026
SAPPHIRE DR	1,874	21	4,373
SUSAN DR	486	24	1,296
TURQUOISE DR (1)	1,700	24	4,520
VICTOR DR	1,473	24	3,928
WATERS EDGE WAY	417	24	1,112
WHISPERWIND DR	671	24	1,789

* NOTE:
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CONSTRUCTION NOTES

(1) EXISTING PAINT STRIPING OCCURS ON THESE ROADS. SEE STRIPING SHEET 03.

LEGEND

AREAS TO RECEIVE CHIP SEAL

ROADS NOT IN THIS CONTRACT

PAVEMENT STRIPING & MARKING NOTES

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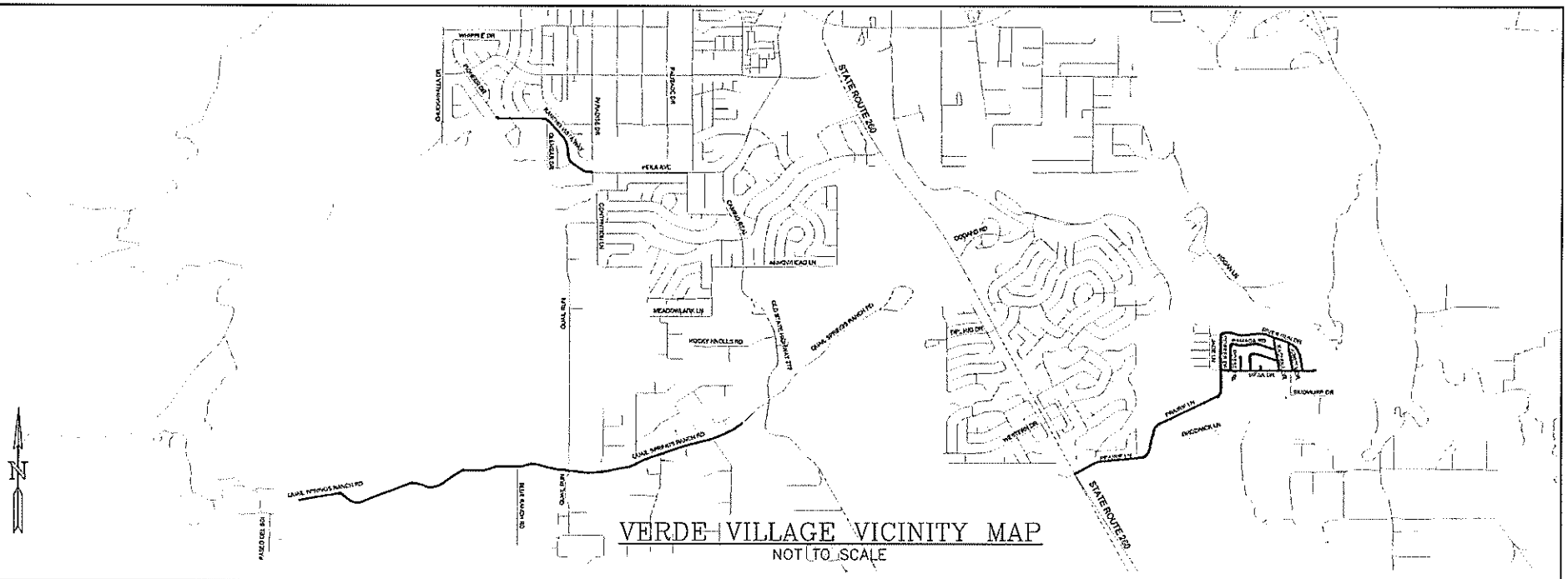
CERTIFICATE NO.
57457
R. CHRISTOPHER STEELE
Date Signed 4-17-17
ARIZONA, U.S.A.
EXPIRES 6-30-17

YAVAPAI COUNTY
PUBLIC WORKS DEPARTMENT
1100 COMMERCE DR. PRESCOTT, ARIZONA 86305
(928) 771-3183
BYRON JASPERS, P.E. – PUBLIC WORKS DIRECTOR

PROJECT NAME: 16/17 SUMMER PAVEMENT PRESERVATION	PROJECT NUMBER: 17-22008
	DESIGN BY: TMS/BWM
	DRAWN BY: TMS
	CHECKED BY: RCS
SHEET NAME: PRESCOTT VALLEY	DATE: APR 2017
	SHEET: 09 OF 14

PLOTTED: Apr 13, 2017-8:17am



VERDE VILLAGE VICINITY MAP

NOT TO SCALE

SINGLE CHIP SEAL

ROAD NAME		LENGTH (FT)	WIDTH (FT)	AREA (SY)
ARROW DR		739	23	1,889
CACTUS LN		781	23	1,997
COPPER DR		945	23	2,415
COWPOKE CIR		143	23	364
HILL VIEW CIR		396	23	1,012
KACHINA DR		903	23	2,307
MESA DR	(1)	2,513	23	6,423
MOSEY LN		391	23	999
POSSE TRL		713	23	1,822
PRAIRIE LN	(1)	5,364	28	16,689
QUAIL SPRINGS RANCH RD	(1)	12,355	24	32,947
RAMADA RD		1,188	23	3,036
RANCHO VISTA WAY	(1)	3,320	27	9,960
RIVER RUN DR		2,740	23	7,003

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CONSTRUCTION NOTES

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PAVEMENT STRIPING & MARKING NOTES

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LEGEND

AREAS TO RECEIVE CHIP SEAL

ROADS NOT IN THIS CONTRACT

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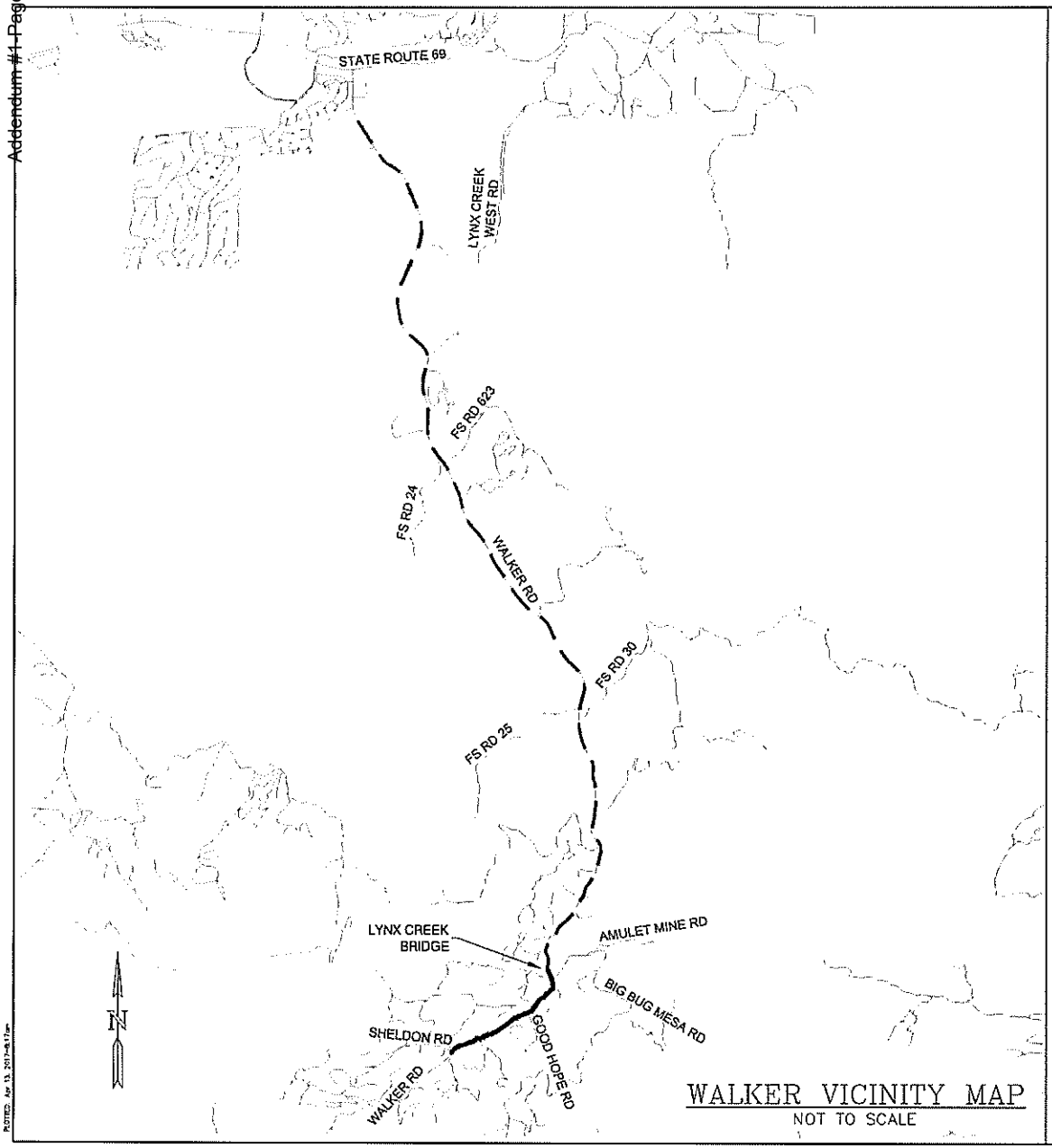
R. CHRISTOPHER STEELE
Date Signed 4-17-17
ARIZONA, U.S.A.
EXPIRES 6-30-17

YAVAPAI COUNTY
PUBLIC WORKS DEPARTMENT
1100 COMMERCE DR. PRESCOTT, ARIZONA 86305
(928) 771-3183
BYRON JASPERS, P.E. – PUBLIC WORKS DIRECTOR

PROJECT NAME: 16/17 SUMMER PAVEMENT PRESERVATION	PROJECT NUMBER: 17-22008
	DESIGN BY: TMS/BWM
	DRAWN BY: TMS
	CHECKED BY: RCS
SHEET NAME: VERDE VILLAGE	DATE: APR 2017
	SHEET: 10 OF 14

PLOTTED: Apr 13, 2017 - 8:17am



WALKER VICINITY MAP
NOT TO SCALE

SINGLE CHIP SEAL

ROAD NAME		LENGTH (FT)	WIDTH (FT)	AREA (SY)
WALKER RD	(1)	5,130	24	13,680

* NOTE:
AREA SHALL INCLUDE RADII, TURN BAYS AND OTHER MISCELLANEOUS AREAS, THUS THE STATED VALUE MAY BE GREATER THAN THE PRODUCT OF THE LENGTH AND WIDTH.

FOG SEAL

ROAD NAME		LENGTH (FT)	WIDTH (FT)	AREA (SY)
WALKER RD	(1)	39,415	24	105,107

CONSTRUCTION NOTES

(1) EXISTING PAINT STRIPING OCCURS ON THESE ROADS. SEE STRIPING SHEET 04.

ADDITIONAL NOTES

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LEGEND

- AREAS TO RECEIVE CHIP SEAL
- AREAS TO RECEIVE FOG SEAL
- ROADS NOT IN THIS CONTRACT

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Arizona Blue Stake, Inc.
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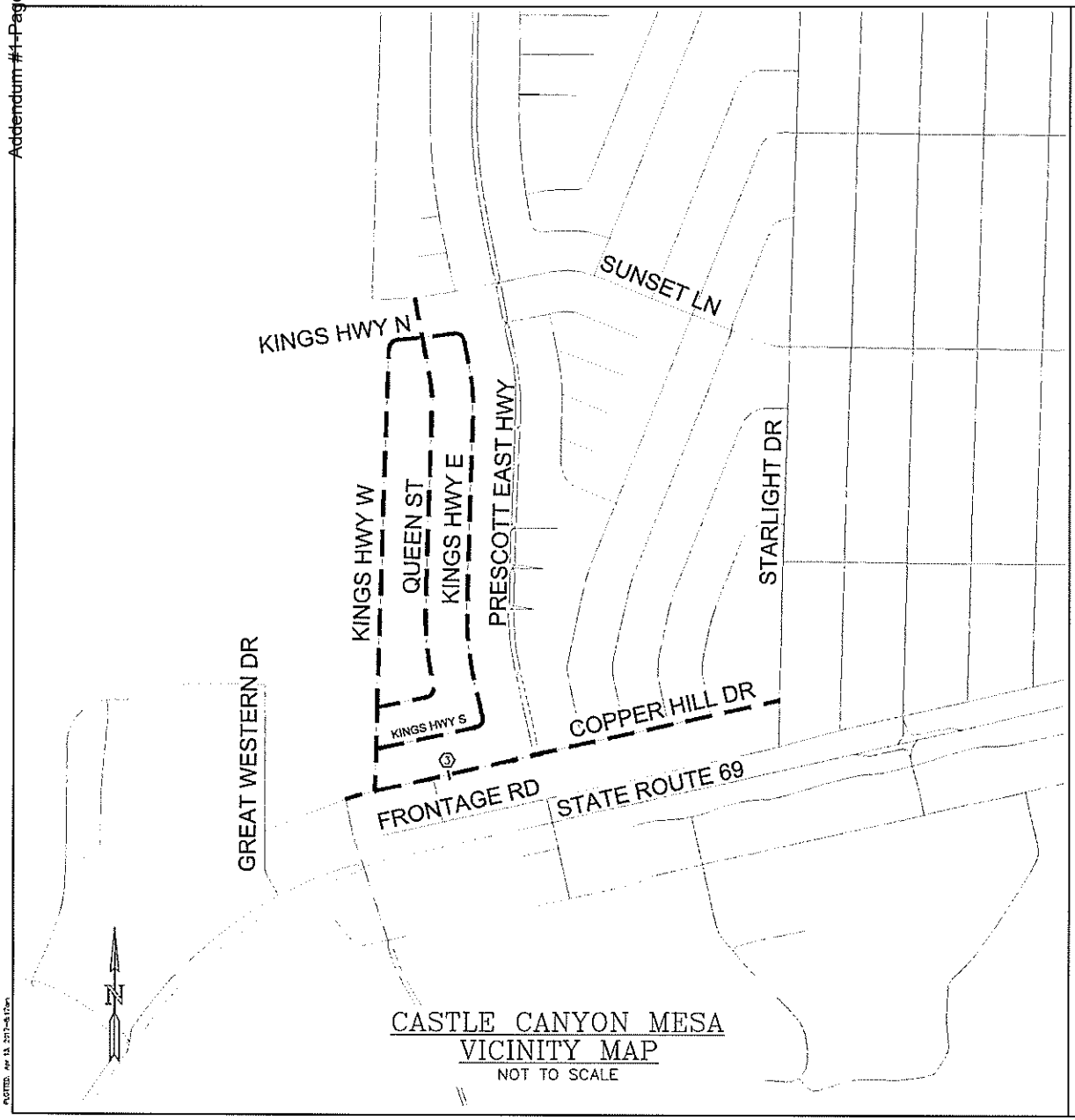
In Maricopa County: (602) 263-1100

Registered Professional Engineer (Civil)
CERTIFICATE NO.
57457
R. CHRISTOPHER STEELE
Date Signed 4-17-17
ARIZONA, U.S.A.
EXPIRES 6-30-17

YAVAPAI COUNTY
PUBLIC WORKS DEPARTMENT
1100 COMMERCE DR. PRESCOTT, ARIZONA 86305
(928) 771-3183
BYRON JASPERS, P.E. – PUBLIC WORKS DIRECTOR

PROJECT NAME: 16/17 SUMMER PAVEMENT PRESERVATION	PROJECT NUMBER: 17-22008
	DESIGN BY: TMS/BWM
	DRAWN BY: TMS
	CHECKED BY: RCS
SHEET NAME: WALKER	DATE: APR 2017
	SHEET: 11 OF 14

PLOTTED: Apr 13, 2017-8:17am



CASTLE CANYON MESA
VICINITY MAP
NOT TO SCALE

FOG SEAL ONLY

ROAD NAME		LENGTH (FT)	WIDTH (FT)	AREA (SY)
COPPER HILL DR	(1)	2,909	24	7,757
KINGS HWY EAST		2,640	24	7,040
KINGS HWY WEST	(1)	3,015	24	8,040
KINGS HWY NORTH	(1)	465	24	1,240
KINGS HWY SOUTH	(1)	744	24	1,984
QUEENS ST	(1)	3,036	24	8,096

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CONSTRUCTION NOTES

(1) EXISTING PAINT STRIPING OCCURS ON THESE ROADS. SEE STRIPING SHEET 04

(3) EXISTING SPEED CUSHION, PROTECT IN PLACE

ADDITIONAL NOTES

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2. TERMINATIONS AND MATCH-UP TO NON-ASPHALTIC SURFACES SHALL BE CLEAN AND NEAT PER THE CONTRACT DOCUMENTS.

PAVEMENT STRIPING & MARKING NOTES

RESTORE PAINT STRIPING AS SHOWN PER EXISTING FIELD LOCATIONS AND LINE TYPE/COLOR. CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING/LOCATING STRIPING PRIOR TO CHIP SEALING THE ROAD AND RE-STRIPING IN ORIGINAL LOCATIONS. ANY EXISTING GAPS IN STRIPING ARE TO BE RESTORED TO ORIGINAL LOCATIONS. CONTRACTOR'S SURVEYOR TO VERIFY THAT CENTERLINE STRIPING IS IN EXACT CENTER OF NEW ROADWAY BEFORE RE-STRIPING. STRIPING WIDTH SHALL MATCH EXISTING. INCLUDES ALL CENTERLINE, EDGE, STOP BARS, CROSS WALKS, SYMBOLS, ETC. STOP BAR WIDTH SHALL BE 18". FINAL PHASE SHALL BE 18" WHITE THERMOPLASTIC.

LEGEND

AREAS TO RECEIVE FOG SEAL

ROADS NOT IN THIS CONTRACT

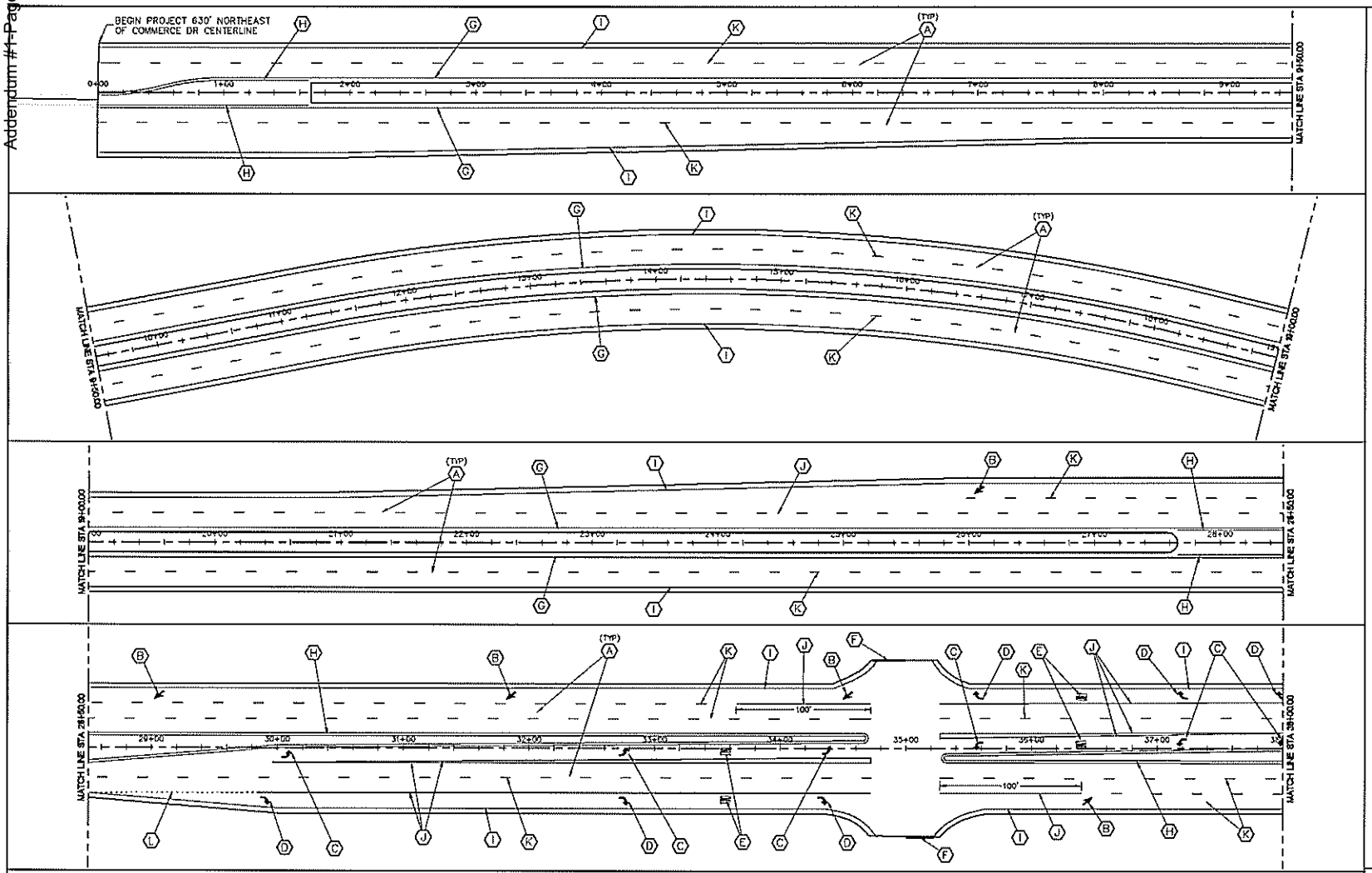
Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

Registered Professional Engineer (Civil)
CERTIFICATE NO.
57457
R. CHRISTOPHER STEELE
Date Signed 4-17-17
ARIZONA, U.S.A.
EXPIRES 6-30-17

YAVAPAI COUNTY
PUBLIC WORKS DEPARTMENT
1100 COMMERCE DR. PRESCOTT, ARIZONA 86305
(928) 771-3183
BYRON JASPERS, P.E. – PUBLIC WORKS DIRECTOR

PROJECT NAME: 16/17 SUMMER PAVEMENT PRESERVATION	PROJECT NUMBER: 17-22008
	DESIGN BY: TMS/RWM
	DRAWN BY: TMS
	CHECKED BY: RCS
SHEET NAME: CASTLE CANYON MESA	DATE: APR 2017
	SHEET: 12 OF 14

PLOTTED: Apr 13, 2017-5:17pm



CONSTRUCTION NOTES

- (A) MICROSURFACE EOP TO EOP MINUS PAVED MEDIAN
- (B) THERMOPLASTIC STRAIGHT ARROW
- (C) THERMOPLASTIC LEFT ARROW
- (D) THERMOPLASTIC RIGHT ARROW
- (E) THERMOPLASTIC "ONLY"
- (F) THERMOPLASTIC STOP BAR, 18"
- (G) PERMANENT PAVEMENT MARKING, YELLOW, CONTINUOUS, 6"
- (H) PERMANENT PAVEMENT MARKING, DOUBLE YELLOW, CONTINUOUS, 6"
- (I) PERMANENT PAVEMENT MARKING, WHITE, CONTINUOUS, 6"
- (J) PERMANENT PAVEMENT MARKING, WHITE, CONTINUOUS, 12"
- (K) PERMANENT PAVEMENT MARKING, WHITE, DASHED, 6"
- (L) PERMANENT PAVEMENT MARKING, WHITE, DOTTED, 6"

NOTE:
EXISTING PAVED MEDIAN TO REMAIN. DO NOT APPLY MICROSURFACE TREATMENT IN PAVED MEDIAN BETWEEN EASTBOUND LEFT-HAND EDGE OF SHOULDER AND WESTBOUND LEFT-HAND EDGE OF SHOULDER

ESTIMATED QUANTITIES (4" EQUIVALENT):

29,360 LF OF YELLOW
53,695 LF OF WHITE
230 LF OF WHITE THERMOPLASTIC STOP BAR

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STOP BARS SHALL NOT BE PLACED MORE THAN 30 FEET OR LESS THAN 4 FEET FROM NEAREST EDGE OF THE INTERSECTING TRAVELED WAY. STOP BARS SHALL BE 18" WIDE WHITE THERMOPLASTIC.

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CERTIFICATE NO. 57457
R. CHRISTOPHER STEELE
Date Signed 4-17-17
ARIZONA, U.S.A.
EXPIRES 6-30-17

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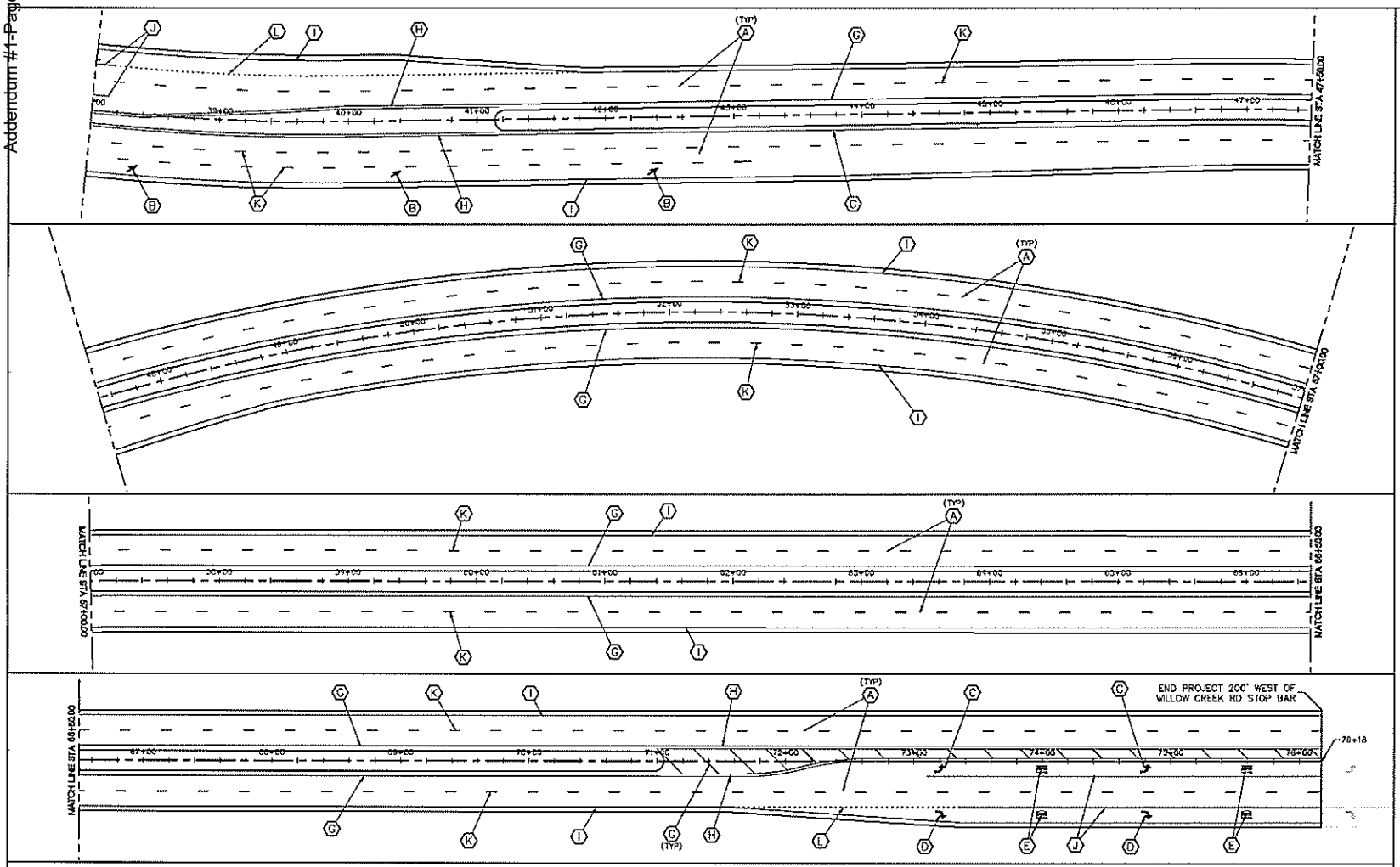
(928) 771-3183
BYRON JASPERS, P.E. – PUBLIC WORKS DIRECTOR

PROJECT NAME: 16/17 SUMMER PAVEMENT PRESERVATION	PROJECT NUMBER: 17-22008
	DESIGN BY: NVH
	DRAWN BY: NVH
	CHECKED BY: RCS
SHEET NAME: PIONEER PKWY OVERVIEW-STRIPING 1	DATE: APR 2017
	SHEET: 13 OF 14

PLOTTED: Apr 13, 2017-8:18am



CONSTRUCTION NOTES

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- (B) THERMOPLASTIC STRAIGHT ARROW
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- (D) THERMOPLASTIC RIGHT ARROW
- (E) THERMOPLASTIC "ONLY"
- (G) PERMANENT PAVEMENT MARKING, YELLOW, CONTINUOUS, 6"
- (H) PERMANENT PAVEMENT MARKING, DOUBLE YELLOW, CONTINUOUS, 6"
- (I) PERMANENT PAVEMENT MARKING, WHITE, CONTINUOUS, 6"
- (J) PERMANENT PAVEMENT MARKING, WHITE, CONTINUOUS, 12"
- (K) PERMANENT PAVEMENT MARKING, WHITE, DASHED, 6"
- (L) PERMANENT PAVEMENT MARKING, WHITE, DOTTED, 6"

NOTE:
EXISTING PAVED MEDIAN TO REMAIN. DO NOT APPLY MICROSURFACE TREATMENT IN PAVED MEDIAN BETWEEN EASTBOUND LEFT-HAND EDGE OF SHOULDER AND WESTBOUND LEFT-HAND EDGE OF SHOULDER

ESTIMATED QUANTITIES (4" EQUIVALENT):

28,760 LF OF YELLOW
40,845 LF OF WHITE

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ARIZONA, U.S.A.
EXPIRES 6-30-17

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BYRON JASPERS, P.E. – PUBLIC WORKS DIRECTOR

PROJECT NAME: 16/17 SUMMER PAVEMENT PRESERVATION	PROJECT NUMBER: 17-22008
	DESIGN BY: NMH
	DRAWN BY: NMH
	CHECKED BY: RCS
SHEET NAME: PIONEER PKWY OVERVIEW- STRIPING 2	DATE: APR 2017
	SHEET: 14 OF 14

PLOTTED: Apr 13, 2017-8:18am